VOL. XLVI., No. 18.

The Solicitors' Journal and Reporter.

LONDON, MARCH 1, 1902.

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CURRENT TOPICS.

MR. M. D. CHALMERS, C.S.I., barrister-at-law, Assistant Parliamentary Counsel, has been appointed to succeed Sir C. P. ILBERT as First Parliamentary Counsel.

A NOTICE appeared in last Tuesday's *London Gazette*, and has also been forwarded to us, stating that "it is proposed to submit to His Majesty in Council the draft of an Order in Council further postponing the date of the operation of the Land Transfer Act, 1897, in the City of London, from the 1st day of March next to the 1st day of July, 1902."

WARNED BY previous abortive attempts to discover the "Father" of the profession, when suggesting Mr. A. S. FIELD, of Leamington, for that post, a fortnight ago, we called upon all and sundry to find an older "Father" if they could. Our appeal has been answered by a letter from esteemed correspondents who nominate Mr. RICHARD JOYNES EMMERSON, of Sandwich, who was admitted in Michaelmas Term, 1833, and is clerk to the justices. He has three-quarters of a year's precedence over Mr. A. S. FIELD, who was admitted in Trinity Term, 1834.

BEFORE THE Divisional Court which sat to hear *ex parte* motions only on the 21st inst., counsel asked for leave to set down for hearing at an early date certain points of law raised in a case which the registrar had directed should be argued before a judge, as his client would greatly prefer them to be discussed before a Divisional Court consisting of two judges. The Lord Chief Justice asked if they were questions that one judge could hear, and whether there would be an appeal from his decision. Both questions having been answered in the affirmative, Lord ALVERSTONE said that the application could not be granted. He had been trying to get all business which properly could be heard by a single judge dealt with by one judge, in order to save the time of the Divisional Court as much as possible. The mere fact that a litigant would prefer the case

to be argued before two judges, instead of one, was no ground for it being set down for hearing before a Divisional Court of two judges. He was most anxious that this rule should be thoroughly understood by solicitors and counsel, and he desired that a note of what he had said should be forwarded for publication to the proper quarter.

The printed letter relating to "undefined boundaries," which the Land Registry is now sending to applicants for registration, should, says a learned correspondent, be widely known. It brings home in a very definite way the costliness, danger, and delay of the system of compulsory registration. We are speaking from a recent experience in which the subject-matter was a small piece of uninclosed land (bought for £250), the boundaries of which were exceptionally clear. After two or three interviews at the Survey Department, and a journey to the property to answer questions based on the official map, the solicitor having charge of the business received a copy of the letter we have mentioned. In it he (like others in other matters) was informed "that much *inconvenience*, and possibly *expense*, will be saved if you will be so good as to have the plot in question *fenced before proceeding further in the matter of registration*"; failing which "the posts of the intended fences," or (in case of a wall) "the footings, should be put in to shew beyond doubt the ultimate inclosure of the plot." We ask our readers in town and country to consider what this means. Their experience will tell them, first, that it means delay; it has taken over three weeks to get through the little matter we have mentioned. The cost of a fence (not, by the way, at present needed) would have been several pounds, yet that (to say nothing of all the trouble and expense caused by this minute delimitation) was to be borne in order to save "much inconvenience and expense." "Inconvenience" there spells "danger"; with which, indeed, the whole business is fraught, for if title is to be gained by an official map which is to be based on the position for the moment of "the posts of the intended fences," how easy it will be for wrong to be done!

Wright, J., in a case before him last week, in which the official receiver, as trustee of a bankrupt's estate, sought to make a solicitor refund a sum of money retained by him out of funds paid to him by the bankrupt in order that the solicitor might "see him through his bankruptcy," once again emphasized the hardship which the present state of the law imposes upon solicitors in such a case. This is not the first time that such remarks have been made. They are frequently to be found in the numerous cases dealing with this subject, and notably in the case of *Re Beyts* (42 W. R. 432), in which Vaughan Williams, L.J., then the bankruptcy judge, strongly animadverted upon the unfair way in which the rule laid down in *Re Spackman* (38 W. R. 368) bore upon solicitors, and said: "I should have been glad to find in favour of the solicitors if I could. . . . I hope something may be done to remedy the law in this respect." This rule, it will be remembered, is that moneys of the debtor in the hands of a solicitor at the date of the bankruptcy cannot be retained by him for costs incurred after knowledge of an available act of bankruptcy. Thus, costs of resisting the petition, and of negotiating with creditors to avoid bankruptcy, have been disallowed. The obvious hardship of this rule, not only on the solicitor but on the debtor also, has induced the court to try in most cases to found an exception on the facts of each particular case. So a solicitor has been held entitled to apply moneys of the debtor to meet the costs of accountants for which he had pledged his personal credit (*Re Whitlock*, 1 Manson 33), and the exception has also been extended to moneys paid under a written agreement under the Solicitors Act, 1870, to provide funds to defend the debtor on a charge of murder: *Re Charlwood* (1 Manson 42). It is true that a trustee has power to pay for services rendered after notice of an act of bankruptcy (*Re Foster*, 43 W. R. 428), but such a power is generally very sparingly exercised, and a change in the law can alone meet the case.

In a case of *Re Pollard*, heard before Kekewich, J., on the 26th of February, that learned judge said he should like to take the opportunity of making some observations which he had made before, but which had not been reported. In cases where the plaintiff has to pay a large proportion of the costs of action it was usual, at any rate in the Chancery Division, to give special directions to the taxing-master as to the costs which the plaintiff was to pay and as to those which he was not to pay; and the direction sometimes took the form of an order that the plaintiff do pay the costs "except so far as increased by, &c." Though that might be logical, it gave rise to a great deal of trouble and expense. Such directions seldom did complete justice between the parties. There was considerable difficulty in distributing the costs of action, and the result was seldom satisfactory. In some cases, however, it was possible to say that a party should pay a certain proportion of the costs. That might be a rough estimate, but it was just as likely to be right, and it saved considerable trouble and expense. His lordship thought that that course, where possible, would commend itself to his brother judges. There were, no doubt, cases, as in some witness actions, where it was not possible to fix the proportion, but in the case then before his lordship it was easy. Here the plaintiff ought to pay a substantial proportion of the costs of action, but it would be unfair to make him pay the whole of them. The proportion which his lordship had decided upon might not be strictly accurate, but it seemed on the whole to be fair. The proportions in the present case would be that the plaintiff would pay two-thirds and the defendant one-third. If we may say so, we are inclined to agree with his lordship's observations, which we think will commend themselves to the profession generally. There can be no doubt that in many cases rough justice, if speedy and inexpensive, is preferable to the more highly polished article when attended with delay and costs.

The case, tried at the Old Bailey last week, against Goudie and his associates was a very remarkable one. It is startling to find that an ordinary bank clerk, at a salary of £150 a year, can obtain by fraud control of such a huge sum of money as £160,000. The fact that such a thing has been done is likely to shake the confidence of the public in the way in which banks conduct their business. The judge, however, who tried the case deliberately stated that, in his opinion, no care on the part of the defrauded bank could have prevented these frauds, and that the managers of the bank were not in the least to blame for the serious losses the bank has suffered. Now, we have no abler judge than Mr. Justice Bigham, and none of greater experience in commercial matters. It would be presumptuous, therefore, for anyone who knows no more of the case than he has learned from the newspapers, to dispute the correctness of this conclusion of the judge who spent several days in investigating the facts. It will, however, be surprising if the case does not cause bankers to carefully examine their business machinery with a view of devising some improvements which will make such an extraordinary fraud impossible in the future. The case has very little of purely legal interest. From the practitioner's point of view, the most remarkable feature of the case was the large exercise by the judge of his powers of ordering restitution of the property unlawfully obtained. Those orders affected money standing to the credit of the criminals in various banks, jewellery, furniture, and even real property. The power of ordering restitution depends mainly upon section 100 of the Larceny Act, 1861, which provides that where any person is convicted on indictment of any offence mentioned in the Act by "stealing, taking, obtaining, extorting, embezzling, converting, or disposing of, or in knowingly receiving any chattel, money, valuable security, or other property whatsoever," the property shall be restored to the owner, and the court may order the restitution thereof.

It has been held by the Court of Appeal in *Reg.* v. *The Justices of the Central Criminal Court* (18 Q. B. D. 314) that this power extends to the proceeds of the property as well as to the property itself, and that if the proceeds are in the hands of an agent for the criminal, an order may be made against such agent. The operation of the section has been much restricted

by section 24 of the Sale of Goods Act, 1893, which provides that "where goods have been obtained by fraud, or other wrongful means not amounting in law to larceny, the property in such goods shall not revest in the person who was the owner of the goods by reason only of the conviction of the offender." This alters the law as laid down in *Bentley* v. *Vilmont* (36 W. R. 481, 12 App. Cas. 471); and so, where the owner has been induced by fraud to actually part with the property in his goods, the conviction of the offender does not of itself revest the goods in the owner; that is, no order of restitution can be made against a *bond fide* purchaser of the goods. An order may, however, still be made against any person who has possession of the goods and who does not come under this description. It is further provided by the section of the Larceny Act above referred to, that, with regard to a valuable security or negotiable instrument, no order of restitution shall be made against a *bonâ fide* holder for value who took without notice of any criminal fact affecting the title of his transferor. In the recent case the proceeds of GOUDIE's enormous frauds which had not been actually spent, were to a very large extent traced to the hands of mere agents, or of persons not entitled to any protection; and seldom have we had an instance of orders of restitution affecting such large sums of money as the defrauded bank has been so fortunate as to recover. As the law stands, a court has in general no power to make any order against the property of a convicted person which is not identified with the property the subject of the charge. It is submitted, however, that the law might well be altered in this respect, and that where a person is convicted of any offence against property, the court before which he is tried should have power to make an order against him for payment of compensation to the prosecutor, which order should have the force of a judgment for the amount named.

QUESTIONS upon the taxation of a bill of costs in a criminal cause or matter do not often arise in this country. This may possibly be explained by the common practice of making a special agreement as to such charges, but there is no doubt that a bill of charges for business done in a criminal court may be taxed in the High Court. In a recent Australian case (*Re Blomeley*, 26 Victorian Law Rep. 15) the facts were peculiar. An application was made by a solicitor to a judge of the Supreme Court for an order that the taxation of a bill of costs rendered by him to J. B. might be reviewed in respect of the disallowance by the taxing-officer of certain items in the bill. The bill of costs was rendered in respect of a charge of murder preferred against two relatives of J. B., and the item in the bill which was the subject of taxation was as follows: "Numerous attendances in Ballarat and district as to jury panel for the purpose of ascertaining whether any of the eighty-seven jurors had expressed any opinion adverse to accused, in order to enable accused to properly exercise their rights of challenge, and obtaining valuable information as to such opinions having been expressed by several of the jurors (engaged upwards of one week, including cab fares and other expenses) £15 15s." The taxing-officer had allowed only £5 5s. in respect of this item, but there was a cross-summons by the client objecting to any allowance in respect of the charge. On the argument before HODGES, J., the solicitor contended that no question arose as to the propriety of the charge; that as between party and party there might be considerations as to public policy, but the client having instructed the solicitor to do the work—which was certainly not illegal—should be compelled to pay for it; that in many cases such as this, where a strong feeling existed in the district whence the jury was drawn, it was essential that the accused should have the information which had been obtained in this case, so as to efficiently exercise the right of challenge, and especially the right of challenge for cause. The learned judge held that the charge ought to be entirely disallowed. Assuming that the work was authorized to be done by the client, it was work which the attorney ought not to do. An attorney could not, with propriety, endeavour to find out whether a jury had expressed any opinion adverse to the accused from what they had read in the newspapers or from what they heard from their neighbours. If it was lawful to inquire whether a jury had expressed any opinion as to the guilt of the person charged, it was lawful to ascertain it from the best source—namely, the jury themselves. And if it was lawful to ask the juryman himself whether he had expressed any opinion on the subject, it would be lawful to ask him whether he had formed one, because an opinion which he had formed without expressing it was just as dangerous as one which he had formed and had expressed to his friends. The jury ought not to be approached upon any such question, and if any charge by a solicitor for making these inquiries were tolerated it would interfere with the impartial administration of justice. Few persons will be disposed to object to this decision. Any practice tending to affect the trial by improperly working upon the minds of jurors might, by the common law, subject the offender to fine and imprisonment, and come under the term "embracery." The court could not, therefore, allow one of its officers to recover remuneration for services which were opposed to the policy of the criminal law.

A POINT raised this week in the Court of Appeal is a new one, not covered by any reported case, and it is therefore to be regretted that the court gave no formal judgment, but at the best only an "interlocutory" judgment. It arose on the appeal by a debtor from a receiving order made against him on an alleged act of bankruptcy for noncompliance with a bankruptcy notice in respect of a judgment debt which had been assigned to the petitioner. The judgment had been obtained on a covenant in a mortgage deed. At the time when the mortgagee obtained his judgment, the mortgagor had commenced a redemption action. The mortgagee assigned his judgment to the petitioner, but did not assign the mortgage security. The redemption action went on, and, at the time when the bankruptcy notice was served upon the debtor, the assignee was not in a position to hand over the mortgage security if the debtor had paid the debt. The court held that this was fatal to the validity of the bankruptcy notice, and that the debtor did not commit an act of bankruptcy by noncompliance with it. The petition subsequently presented by the assignee stated truly that the petitioner had no security for his debt. On the hearing, the debtor objected that in fact the assignee was entitled in equity to an assignment of the mortgage, and therefore was a secured creditor, and ought to have so stated. The registrar, thereupon, gave the petitioner leave to amend, which he did by taking an assignment of the mortgage and then offering to surrender it for the benefit of the creditors. But this after thought did not avail him. The redemption action brought by the debtor was still effective, and as COZENS-HARDY, L.J., pointed out, an injunction might have been obtained restraining the mortgagee from parting with his security during its pendency. Moreover, the fatal flaw lay in the fact that the alleged act of bankruptcy was held to have gone, and therefore no subsequent transaction could make that an act of bankruptcy which was not so at the date when it was alleged to have been committed. The point is an interesting one, and it is a little difficult to see how, on principle and the words of the Bankruptcy Acts, the court arrived at its decision, and, therefore, it is the more to be regretted that no formal judgment was delivered. For at the time when the assignee issued his bankruptcy notice, he was a "person for the time being entitled to enforce a final judgment" within section 1 of the Bankruptcy Act, 1890, and had got leave to issue execution thereon. If he was entitled in equity to an assignment of the mortgage, his failure to state that he was a secured creditor could only affect the petition, not the bankruptcy notice, and that defect was cured by amendment. The bankruptcy notice was valid, and the debtor failed to comply with it. It may be that the court, in the exercise of its discretion, should have declined to make a receiving order under all the circumstances; but how it can be said that no act of bankruptcy was committed, it is somewhat difficult to understand.

IN CASES where a vendor of land is unable to carry out his contract in consequence of defects of title he is protected from the usual consequences of a breach of contract by the doctrine of *Bain* v. *Fothergill* (23 W. R. 261, L. R. 7 H. L. 158), and though he is liable to refund the deposit and pay the purchaser's

costs, yet he cannot be saddled with damages for the purchaser's loss of the bargain. The recent decision of BYRNE, J., in *Jones* v. *Gardiner* (50 W. R. 265; 1902, 1 Ch. 191) shews, however, that the vendor cannot rely upon this principle to save him from liability for any loss which the purchaser has suffered owing to the vendor's unjustifiable delay in completing the contract. So long as the delay is due to difficulties in making out the title, then the case falls within *Bain* v. *Fothergill*, and the purchaser has no redress. But when the vendor causes further delay by neglecting to take the necessary steps for carrying the contract into effect, he brings himself within a different class of cases, of which *Engel* v. *Fitch* (L. R. 3 Q. B. 314) and *Jaques* v. *Miller* (25 W. R. 846, 6 Ch. D. 153) are examples, and is liable for the consequent delay to the purchaser. In *Engel* v. *Fitch* the contract went off, not because the vendors could not make a title, but because they would not incur the necessary expense, and they were held liable for the resulting damage. The case was prior to *Bain* v. *Fothergill*, but it does not appear to have been at all interfered with by that decision, and this is recognized in the judgment of Lord HATHERLEY, who said in reference to it: "Whenever it is a matter of conveyance and not of title, it is the duty of the vendor to do everything that he is enabled to do by force of his own interest, and also by the force of the interest of others whom he can compel to concur in the conveyance." In *Jaques* v. *Miller* a lessor caused delay by his wilful refusal to carry into effect an agreement for granting a lease, and he was held liable for the resulting loss to the purchaser. The principle of these decisions was applied by BYRNE, J., in *Jones* v. *Gardiner* (*supra*). An agreement for sale of land and buildings was entered into in September, 1900, and was not completed till the following April. Part of the delay was due to difficulties of title, but the learned judge held that some three months might have been saved had the vendor been duly careful to fulfil his contract. The vendor was liable therefore for the loss to the purchaser.

IN THE CASE of *Re Baron Kensington* (1902, 1 Ch. 203) FARWELL, J., delivered an interesting judgment as to the effect of Locke-King's Acts—now more correctly described as the Real Estate Charges Acts—in the case of an aggregate devise of different estates, some of which are incumbered beyond their value, while others are free. If the devise of each estate is to be taken separately, then so far as any particular estate is unable to bear the incumbrances upon it, the deficiency will be thrown on the personal estate. If, however, the devise is taken collectively, then the devisee is subject to the rule that if he accepts the devise he must take the onerous property with the beneficial, and hence the deficiency in any part of the devised estates is thrown upon the rest. Whether the devises of different estates are to be treated as separate devises or as one aggregate gift is a question of construction to be decided on the words of the will. Amongst other cases, the point was considered by the Court of Appeal in *Re Hotchkys* (34 W. R. 569, 32 Ch. D. 408), and by NORTH, J., in *Frewen* v. *Law Life Assurance Society* (44 W. R. 682; 1896, 2 Ch. 511). In the former case COTTON, L.J., pointed out that the question of the gifts being aggregate or separate did not at all depend upon their being given in the same or in separate sentences. If the gifts were, in fact, separate, then the devisee might accept one and reject the other; if they formed a single aggregate gift, then he must accept or reject the whole. In that case two different properties were included under the general terms of one gift, and there was no difficulty in holding that the gift was aggregate. Similarly in *Frewen* v. *Law Life Assurance Society* all the testator's estates in England were made the subject of a single gift, and the devisee was not at liberty to disclaim part as onerous and accept the rest. In the present case of *Re Baron Kensington* the frame of the will was similar except that the testator first devised "his freehold hereditaments in Wales and all other his real estate" to certain uses and then separately bequeathed his leasehold hereditaments to trustees upon trusts to correspond with the uses of the freeholds. This division of the gifts, however, was, as FARWELL, J., pointed out, simply a convenient conveyancing device for carrying out the aggregate gift. At the testator's death one estate in Wales which he had recently bought, and on which a deposit of £4,000 had been paid, was subject to a vendor's lien for £56,000, the balance of the purchase-money, and a leasehold house was subject to a mortgage for £10,000. Neither of these properties was sufficient to meet the charge upon it, and hence the deficit was thrown on the remainder of the devised estates, and not on the personalty.

THE CASE of *Davies* v. *Burnett* (reported elsewhere), decided on the 25th inst. by a Divisional Court (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.), is of some interest in view of the pending legislation as to the registration of clubs at which intoxicating liquor is sold. Where a club is a *bonâ fide* institution, with settled rules as to membership, payment of subscriptions and the like, a sale of liquor to a member for consumption off the premises is not a breach of the Licensing Act, 1872, which (section 3) prohibits the sale of intoxicating liquor except by a person duly licensed at a place at which his licence authorizes him to sell (*Graff* v. *Evans*, 30 W. R. 380). If, however, the club is a sham, the seller is liable to conviction under the section (*Evans* v. *Hemingway*, 52 J. P. 134), and the same is the case where the sale is to a person who is not a member of the club: *Stevens* v. *Wood* (54 J. P. 742). In *Woodley* v. *Simmonds* (60 J. P. 151) beer was supplied to the wife of a member of the club, who had sent her there for the purpose of obtaining the liquor, and the conviction of the steward who sold it was upheld, on the ground that the justices had found that the club was not a *bonâ fide* one. In *Davies* v. *Burnett* the facts were practically the same as in *Woodley* v. *Simmonds*, but for the important distinction that in *Davies* v. *Burnett* the justices found that the club was *bonâ fide*: they also found that the wife was acting as agent for her husband. Under these circumstances the Divisional Court, with some reluctance, quashed the conviction, holding that the sale was to the member acting through his lawfully authorized agent. No other decision seems to have been possible upon the facts stated, but justices will do well to bear in mind the *dictum* of CHANNELL, J., that evidence shewing that members of a club might purchase liquor to be consumed off the premises would go far to convince him that the institution was not a *bonâ fide* club.

IN ORDINARY cases where compensation payable for land taken under statutory powers is paid into court, the costs of proceedings for obtaining payment out are, by virtue of section 80 of the Lands Clauses Act, 1845, borne by the promoters. The section, however, expressly excepts cases where the money has been paid in "by reason of the wilful refusal of any party entitled thereto to receive the same, or to convey or release the lands in respect whereof of the same shall be payable, or by reason of the wilful neglect of any party to make out a good title to the land required." *Primâ facie* it looks as though in the excepted cases the promoters were intended to be saved the costs consequent upon the payment of the money into court, and this view was put forward on behalf of the London County Council in the recent case of *Re Schmarr* (50 W. R. 245). There the sum of £1,000 which had been assessed as compensation for houses was paid by the council into court on the ground of the wilful neglect of the owner, SCHMARR, to make out his title. There were incumbrances on the interest of SCHMARR in the property, and also on the compensation money, and one of the incumbrancers presented a petition for payment out. At the date of the Lands Clauses Act he would doubtless not have been entitled to costs, since it was formerly the rule that in proceedings under statutes no costs could be allowed except such as were authorized by the statute, and a case such as the present was, as we have seen, expressly excepted from section 80. Nor, as it was held in *Re Mills' Estate* (35 W. R. 65, 34 Ch. D. 24), was the matter altered by R. S. C. ord. 65, r. 1, since that rule conferred no new jurisdiction to award costs, but only regulated the previous jurisdiction of the court in this respect. But this defect in jurisdiction was cured by section 5 of the Judicature Act, 1890, which expressly placed the costs of all proceedings in the supreme court in the discretion of the court or the judge, subject only to the Judicature Acts and the rules thereunder and to the express provisions of any

statute. The effect of this enactment has been to supersede *Re Mills' Estate*, and to confer a discretionary power to give costs in all cases not otherwise provided for: *Re Fisher* (42 W. R. 241; 1894, 1 Ch. 450). The conclusion is irresistible that such power exists in the cases excepted from section 80 of the Lands Clauses Act, notwithstanding that the intention in excepting them may very possibly have been to negative the right to costs. Any such intention has now been overruled by the Act of 1890. Hence in *Re Schmarr*, where BYRNE, J., had directed the county council to pay the costs of the petitioning incumbrancer and also of the other incumbrancers, who had been made respondents, the Court of Appeal held that he had exercised his discretion under the statute, and that there was no jurisdiction to interfere, even had there been ground for doing so. In fact, however, since the incumbrancers had not caused the payment into court, the Court of Appeal seem to have considered that they were rightly allowed their costs.

THE LIABILITY OF A STOCKBROKER ACTING UNDER A FORGED POWER OF ATTORNEY.

THE Court of Appeal (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) have affirmed without hesitation the important decision given by KEKEWICH, J., a year ago in *Oliver* v. *Bank of England* (49 W. R. 391; 1901, 1 Ch. 652), in favour of the Bank of England as against a stockbroker who innocently procures a transfer of stock by means of a forged power of attorney. In December, 1897, a sum of £2,633 Consols was standing in the names of the plaintiff Mr. EDGAR OLIVER and his brother F. W. OLIVER as trustees. In that month F. W. OLIVER instructed Messrs. STARKEY, LEVESON, & COOKE, a firm of stockbrokers, to sell the stock. This was done, and in the usual course application was made by the stockbrokers to the bank for a form of power of attorney to effect a transfer. In the application the address given for Mr. EDGAR OLIVER was really the private address of F. W. OLIVER, and for F. W. OLIVER that gentleman's business address was given. Thus F. W. OLIVER was enabled to intercept the customary notice sent by the bank to the plaintiff of the proposed transfer. The power of attorney was made out in favour of Messrs. STARKEY and LEVESON, two of the members of the firm, and when returned to the bank it purported to be executed by both the plaintiff and F. W. OLIVER. In fact the plaintiff was ignorant that the stock was being sold, and his signature to the power of attorney had been forged. The stockbrokers were of course equally unaware that any fraud was being committed, and Mr. STARKEY attended at the bank, and, under the power of attorney, signed the books in respect of the transfer. The transfer was thereupon carried into effect by the bank. F. W. OLIVER died in 1899, and his brother, discovering that the stock had been transferred out of his name, brought an action against the bank to compel its replacement. In this action he obtained judgment, and the bank in turn claimed indemnity from Messrs. STARKEY, LEVESON, & COOKE. Mr. Justice KEKEWICH held that they were entitled to indemnity against Mr. STARKEY, who actually acted under the power of attorney, but not against his partners.

Both before KEKEWICH, J., and in the Court of Appeal the main question has been whether the case fell within the principle of *Collen* v. *Wright* (8 W. R. 123, 8 E. & B. 647). The actual point decided in that case was that a person who enters into a contract expressly as agent for a named principal impliedly warrants his authority, and if it turns out that he has no authority, then he is liable on the implied warranty Prior to this case it had been sought to make an agen under such circumstances liable either for misrepresen tation or as being himself virtually the principal under the contract. But where the agent acts in good faith liability for misrepresentation of authority does not arise—in other words he is not exposed to an action of deceit—and the doctrine that an agent contracting without authority might be made liable as principal was overruled in *Jones* v. *Hutchinson* (13 Q. B. 744). This was pointed out by COCKBURN, C.J., in his dissentient judgment in *Collen* v. *Wright*, and that eminent judge declined to admit that the court could supply the gap in the case against the agent by introducing the new doctrine of implied warranty of authority. "To my mind," he said, "it by no means follows that, because that which was believed to be the remedy in law turns out upon further consideration not to be so, we are therefore justified in resorting to the fiction of an implied contract hitherto unknown to our law." And subsequently he continued: "I doubt whether there is any sufficient ground why erroneous representation, in the absence of falsehood or fraud, should create a greater responsibility in the case of a contract than in the case of any other transaction, especially as the other contracting party might always protect himself by insisting on communicating with the alleged principal, or by requiring a warranty of authority from the agent."

But this reasoning did not prevail with the other members of the Court of Exchequer Chamber, and POLLOCK, C.B., VAUGHAN WILLIAMS, J., BRAMWELL, B., WATSON, B., and CHANNELL, B., all concurred in the judgment delivered by WILLES, J., which has been treated as establishing conclusively the doctrine of implied warranty of authority. "If one of the two," he said, "in such cases is to suffer it ought not to be the person who is guilty of no error, but he who by an untrue assertion, believed and acted upon as he intended it should be, and touching a subject within his peculiar knowledge, and as to which he gave the other party no opportunity of judging for himself, has brought about the damage. The obligation arising in such a case is well expressed by saying that the person professing to contract as agent for another impliedly undertakes with the person who enters into such a contract upon the faith of his being duly authorized, that the authority he professes to have does in point of fact exist."

In considering the application of this principle to the present case two points call for notice: first, does the principle extend beyond the case of an alleged agent entering into a contract? and secondly, what is the effect of the qualification that the agent must have given the other party no opportunity of judging for himself as to his authority? The first question is answered by the decision of the Court of Appeal in *Firbank's Executors* v. *Humphreys* (35 W. R. 92, 18 Q. B. D. 54). There a contractor for railway works was, under his original agreement with the railway company, to be paid in cash. The cash not being available, he agreed to accept debenture stock instead, but at the time when this was issued to him, the borrowing powers of the company had been exhausted. The executors of the contractor sued the directors on an implied warranty by them that they had authority to issue it, and the Court of Appeal held that the case fell within the principle in *Collen* v. *Wright*, a principle which was not confined to the case of one person inducing another to enter into a contract. "The rule to be deduced," said Lord ESHER, M.R., "is that where a person, by asserting that he has the authority of the principal, induces another person to enter into any transaction which he would not have entered into but for that assertion, and the assertion turns out to be untrue, to the injury of the person to whom it is made, it must be taken that the person making it undertook that it was true, and he is liable personally for the damage that has occurred." In that case the contractor gave up his rights under his agreement and accepted debenture stock instead of cash on the representation of the directors that they had power to issue the stock. In the present case the bank transferred the Consols on the representation of the stockbroker that he was authorized to sign the books as attorney for the holders. In the one case the contractor, in the other case the bank, altered their position at the request of an apparent agent upon the representation that the agent had authority. If the principle of *Collen* v. *Wright* was extended to cover the transaction in question in *Firbank's Executors* v. *Humphreys*, it is not easy to see how it could be withheld from that in question in *Oliver* v. *Bank of England*.

But there remains the question of the effect of the words in the judgment of WILLES, J., to which we have called attention. Can it be said in the present case that the stockbroker gave the bank no opportunity of judging for themselves as to the existence of his authority, or is the fact of such an opportunity being given really irrelevant to the application of the principle of *Collen* v. *Wright*? Upon this point the judgments in the Court of Appeal, so far as at present reported, are not, perhaps,

very explicit. Clearly the case is not that of an agent who simply alleges that he has authority and whose word is accepted. The bank require far more than this, and the stockbroker is only accepted as representing his principal when his power of attorney has been produced. It is a plausible argument that by producing it he gives the bank an opportunity of judging for themselves within the meaning of the passage quoted above from the judgment of WILLES, J. The evidence in the present case does not seem to have shewn what measures the bank in fact take to verify the signatures to a power of attorney, but it is understood that some measures are taken, and it may be assumed that the bank would decline to act on the power of attorney if it was in any way suspicious. It would seem, however, that the qualification incorporated in the judgment of WILLES, J., has been practically dropped as being not really essential to the principle which he enunciated. True, the stockbroker tendered his power of attorney, and allowed the bank to subject it to any test which they thought proper, but none the less it was the stockbroker who claimed to act under the power, and the bank were apparently entitled to look to him to make good his authority, notwithstanding any precautions they might have taken to make sure that his authority existed. It will probably be found that the present case has carried the principle of *Collen* v. *Wright* a step further, and that an agent does not escape the consequences of his implied warranty by offering to the other party the opportunity of examining into the genuineness of his authority. As a matter of prudence the other party may avail himself of this opportunity, at any rate to the extent of assuring himself that the authority apparently exists. But, none the less, he is entitled to rely on the agent's representation of authority, and if the authority does not in fact exist, the agent is liable on his implied warranty.

REVIEWS.

THE LAW OF THE DRAMA AND MUSIC.

DRAMATIC AND MUSICAL LAW: BEING A DIGEST OF THE LAW RELATING TO THEATRES AND MUSIC HALLS, AND CONTAINING CHAPTERS ON THEATRICAL CONTRACTS, THEATRICAL, MUSIC AND DANCING, AND EXCISE LICENCES, DRAMATIC AND MUSICAL COPYRIGHT, &C., WITH AN APPENDIX CONTAINING THE ACTS OF PARLIAMENT RELATING THERETO AND THE REGULATIONS OF THE LONDON COUNTY COUNCIL AND THE LORD CHAMBERLAIN. By ALBERT STRONG, LL.B. (Lond.), Solicitor. SECOND EDITION "The Era" Publishing Office.

THE LAW OF COPYRIGHT FOR ACTOR AND COMPOSER. By ALBERT A. STRONG, LL.B. (Lond), Solicitor. "The Era" Publishing Office.

In these books the author makes an attempt to explain to members of the theatrical and musical professions the mysteries of the law affecting their callings. The law relating to things theatrical, he says in the preface to Dramatic and Musical Law, is interesting, and many a "six-and-eight" would be saved if it were better understood. Opinions may differ whether law books for the non-legal reader really do much in the way of saving legal expense, but there is much in the law relating to public performances and to dramatic and musical copyright which can be usefully explained to the persons actually concerned, and Mr. Strong does this in an interesting and effective manner. An important feature is the extensive quotations he makes from judgments, of which there have been a considerable number in recent years—that of the Court of Appeal, for instance, in *Fuller* v. *Blackpool Winter Gardens* (1895, 2 Q. B. 429)—the *Daisy Bell case*. Moreover, "Dramatic and Musical Law" embodies the details of numerous cases of interest to theatrical managers and actors which are not available in the ordinary reports. Mr. Strong's style is untechnical, and his books seem to be well adapted to their purpose.

INTERPRETATION OF DEEDS.

AN EPITOME OF RULES FOR INTERPRETATION OF DEEDS, FOR THE USE OF STUDENTS. By W. H. HASTINGS KELKE, M.A., Barrister-at-Law. Sweet & Maxwell (Limited).

This work professes to be an epitome of Elphinstone, Norton, and Clark's Rules for the Interpretation of Deeds, and to be intended solely for students. The subject is hardly one which readily lends itself to the art of the epitomist, nor, we should have thought, is it one which it is necessary to bring separately before the student. We doubt, therefore, the utility of the work, and although it appears to be clearly written, having regard to the space occupied, we imagine it could only be profitably used by readers who have got beyond the student stage, and they would naturally turn to the larger work. It would have been better had the rules been set out separately from the text as in the original; it does not tend to clearness to incorporate them, as Mr. Kelke has done, in the text. So far as accuracy goes, the book seems to have been carefully prepared.

BOOKS RECEIVED.

The Principles of the Law of Evidence; with Elementary Rules for Conducting the Examination and Cross-examination of Witnesses. By W. M. BEST, A.M., LL.B. Ninth Edition; with a Collection of Leading Propositions. By J. M. LELY, Esq., Barrister-at-Law. Sweet & Maxwell (Limited).

A Handbook on Investments in Houses and Lands; with Chapters on Leases, Mortgages, and Building Societies. By R. DENNY URLIN, Barrister-at-Law. Fourth Edition. Effingham Wilson.

A Handy Book on the Investment of Trust Funds Under the New Law; with the Material Sections of the Trustee Act, 1893. By R. DENNY URLIN, Barrister-at-Law. Third and Revised Edition. Effingham Wilson.

CORRESPONDENCE.

THE OLDEST ADMITTED SOLICITOR.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to the paragraph in your issue of the 1st of February, and to Mr. F. K. Munton's letter in your issue of the 15th of February, in which he states that he believes Mr. Algernon Field, of Leamington, to hold the first (or very nearly the first) place as the "Father" of the solicitor branch, we perceive, on reference to the Law List, that Mr. R. J. Emmerson, of Sandwich, was admitted in 1833, the year previous to Mr. Field, and as we understand that he renewed his certificate last November, Mr. Emmerson appears to be entitled to rank as the "Father" of our profession. P., C., & M.

14, Sherborne-lane, King William-street, E.C., Feb. 20.

THE LAND REGISTRY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The enclosed copy correspondence will, we think, be read with interest as a sequel to the correspondence we had with the registrar in November last, which appeared at the time in your columns. LEGGATT, RUBINSTEIN, & Co.

5, Raymond-buildings, Gray's-inn, Feb. 25.

The following is the correspondence referred to:

[COPY.]

Land Registry, 3 and 4, Clement's-inn, London, W.C.,
10th February, 1902.
Title No. 52,039—8, Glenwood-road, Lewisham.
51,155—1 to 8, Dallas-road.

Dear Sirs,—The receipts for certificates and deeds, &c., in the above titles have not been returned to this department. The registrar will be much obliged if you will kindly comply with our request to do so at your early convenience.—I am, your obedient servant,

(Signed) H. J. HOWES.

Messrs. Leggatt, Rubinstein, & Co,
5, Raymond-buildings, Gray's-inn, W.C.

[COPY.]

13th February, 1902.

Title No. 52,039.
Do. 51,155.

Sir,—We have received your letter of the 10th inst. asking us to return the receipts for certificates, &c., in these matters.

You will remember that we recently had some correspondence with you with reference to a practice we had adopted of stamping the receipts with a memorandum to the effect that we did not take any responsibility for the accuracy of the certificates—a position, however, you would not admit we were entitled to take. To avoid further controversy on the point we decided our safest plan was to refrain in future from returning the receipts.

We believe you have since this correspondence intimated to certain solicitors that in returning the receipts they did not incur any responsibility for the certificates. On hearing from you that you are willing that we should stand in the same position, we shall be pleased to send you the receipts in these and other cases.

The fact that we had to write to you on the 5th inst. that in connection with Title No. 48,693 your certificate was wrongly dated justifies us, we submit, in taking every precaution possible. Had we not fortunately noticed the mistake, the documents might have been put aside and the error might in consequence not have been discovered for years. It is impossible to say in such a case what questions might then have arisen and on whose shoulders the responsibility might have been placed. It is,

however, obvious that if a dispute should arise between your office and a solicitor on a point of negligence the solicitor must, from the nature of the circumstance, be at a terrible disadvantage, as whatever the merits of the case may be his reputation and pocket are almost certain to suffer.—Yours truly, (Signed) LEGGATT, RUBINSTEIN, & Co.

The Registrar, Land Registry, Lincoln's-inn-fields, W.C.

[COPY.]

Land Registry, 34, Lincoln's-inn-fields, London, W.C., 20th February, 1902.

Gentlemen,—If you object to our forms, perhaps you will be good enough to send an acknowledgment in your own form of the receipt of the documents sent you by post, which you have not as yet done.

With regard to the letter accompanying our receipt, I have nothing to add to our former correspondence except that the words which appear to give you anxiety are inserted merely for courtesy, and that any explanations given to other firms may be relied on by you, and by everybody else, as authoritative.—Yours faithfully, (Signed) C. F. BRICKDALE.

Messrs. Leggatt, Rubinstein, & Co.

CASES OF THE WEEK.

Court of Appeal.

LONDON AND INDIA DOCKS CO. *v.* MIDLAND RAILWAY CO. AND GREAT EASTERN RAILWAY CO. No. 1. 13th and 14th Feb.

RAILWAYS—DOCKS—SIDINGS ON DOCKS—SIDINGS MADE UNDER STATUTORY POWERS—RIGHT OF DOCKS COMMITTEE TO APPLY FOR THROUGH RATES—REGULATION OF RAILWAYS ACT, 1873 (36 & 37 VICT. c. 48), s. 3—RAILWAY AND CANAL TRAFFIC ACT, 1888 (51 & 52 VICT. c. 25), s 25.

This was an appeal by the defendant companies from the judgment of the Railway and Canal Commission (Wright, J., and Viscount Cobham, Sir Frederick Peel dissenting) allowing an application under section 25 of the Railway and Canal Traffic Act, 1888, by the Docks Co., against the defendants for through rates, and the question raised was whether the Docks Co. were a "railway company" within the meaning of the Railway and Canal Traffic Acts so far as related to the lines owned by them in the Victoria and Albert Docks. Under the Acts under which the docks had been constructed the applicants had constructed lines of railway joining the rails of the Great Eastern Railway Co. and extending for about three miles on either side of the docks to the various warehouses and quays of the docks, and in particular they had constructed a group of sidings known as the Exchange Sidings. These sidings formed part of the dock undertaking, the possession and control of which were vested in the docks committee. The defendant railway companies provided no accommodation for the interchange of dock traffic on their own property, but accepted and delivered such traffic at the said sidings. The dock company conveyed at their own expense traffic to the sidings by means of lines of railway laid between the various quays and the sidings, and they there handed over the traffic to the defendants, and placed the trucks containing it in train order on lines appropriated for the time to the traffic of the defendants. The total length of the lines of railway constructed upon the docks for the purpose of bringing railway traffic to and from the Great Eastern Railway was about forty-five miles. The applicants alleged that they were a railway company within the meaning of the Regulation of Railways Act, 1873, and were entitled under that Act, as amended by the Railway and Canal Traffic Act, 1888, to apply to the Court of the Railway and Canal Commission under section 25 of the latter Act for an order for through rates for traffic passing over their lines of railway in the Victoria and Albert Docks to certain stations on the Midland Railway, the route proposed being to the Exchange Sidings, thence by Eastern Railway to Tottenham, and from there by the Tottenham and Hampstead Junction Railway on to the Midland Railway. Section 25 of the Act empowers a railway company having or working a continuous line of railway to apply for through rates. By section 55, unless the context otherwise requires, in that Act terms defined by the Regulation of Railways Act, 1873, have the meanings thereby assigned to them. By section 3 of this latter Act the term "railway company" includes any person being the owner or lessee of or working any railway in the United Kingdom constructed or carried on under the powers of any Act of Parliament; and the term "railway" includes every station, siding, wharf, or dock, of or belonging to such railway, and used for the purposes of public traffic.

THE COURT (COLLINS, M.R., and MATHEW, L.J.) allowed the appeal.

COLLINS, M.R., in giving judgment, said that in his opinion it seemed that, both in law and in common sense, the "railway company" must be a railway company owning a line forming part of a continuous route. The applicants were a dock company who came into existence for constructing and working a dock, and as incident to that they had power to lay down lines or tramways in the dock and to bring into existence all the appliances ordinarily used for working a dock. If the Legislature had intended to make the dock company a railway company, one would expect to find the provisions of the Railway Clauses Acts incorporated in the special Acts creating the dock company. They were not to be found there. By section 3 of the Regulation of Railways Act, 1873, a railway company was defined as including a person owning or working a railway constructed or carried on under the powers of an Act; and a siding was not itself a "railway" unless it belonged to a railway and was used for the purpose of public traffic. There must be a railway before a siding could be made part of the railway. The dock was really a station and the lines which were used for the purpose of moving goods were not a "railway" within the meaning of the Act and were not part of a through route.

MATHEW, L.J., delivered judgment to the same effect. Appeal allowed.—COUNSEL, *Cripps*, K.C., *Asquith*, K.C., and *Moon*; *Balfour Browne*, K.C., *Freeman*, K.C., and *Waghorn*. SOLICITORS, *Beale & Co.*; *E. Moore*; *Turner, Son, & Foley*.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

KELLY'S DIRECTORIES (LIM.) *v.* GAVIN AND LLOYD'S. No. 2. 22nd Feb.

COPYRIGHT—INFRINGEMENT—PRINTING DONE BY OTHERS—CAUSE TO BE PRINTED—COPYRIGHT ACT, 1842 (5 & 6 VICT. c. 45), s. 15.

This was an appeal from a decision of Byrne, J. (reported 49 W. R. 313; 1901, 1 Ch. 374). The plaintiffs are the proprietors and publishers of the Post Office London Directory and other trade and county directories, including a directory known as Kelly's Directory of the Merchants, Manufacturers, and Shippers of the United Kingdom and Guide to the Export and Import Shipping and Manufacturing Industries of the World, which contains a list of the names of the leading merchants, manufacturers, and shippers in the various towns in Great Britain and Ireland and in the Colonies and abroad. The names for insertion in this directory are obtained by independent inquiries made through canvassers and agents specially employed by the plaintiffs for that purpose. A new edition of the Directory of Merchants, Manufacturers, and Shippers is brought out each year, the edition for 1899 having been published in March. The defendant Gavin had published a book entitled Lloyd's Diary for Merchants, Shippers, and Foreign Buyers for the year 1900. The defendants' book contained a list of colonial and foreign importers and also of export commission merchants; and the plaintiffs alleged that this list had been compiled by copying and pirating the names and other particulars therein contained from the plaintiffs' Directory of Merchants, Manufacturers, and Shippers; and the plaintiffs brought the action against Gavin and Lloyd's, claiming an injunction to restrain any further printing, publishing, or sale of the defendants' book, an account of profits made by the defendants, damages, and delivery up to them of all unsold copies of the defendants' publication. It appeared from the evidence that, though the defendant Gavin had entered into an arrangement with Lloyd's that they should print this diary for him, for a consideration in money, and though the words "printed at Lloyd's, Royal Exchange, London," appeared on the title-page, the whole book was not, in fact, printed by Lloyd's, but that portion of it which contained the alleged pirated lists of shippers had been printed by Messrs. Straker, on Gavin's orders, with a view to save time in publishing the book, and Messrs. Straker had been paid for this work by Gavin. It was admitted at the trial that Lloyd's were not aware of the fact that these lists of merchants were pirated, and that they had never sold any copies of the infringing diary and had no intention of doing so, after it was known to be a piracy, and the only question as against them was whether, in the circumstances of their arrangement with Gavin, they had "caused" the diary to "be printed" within the meaning of section 15 of the Copyright Act, 1842 (5 & 6 Vict. c. 45), so as to be liable to the plaintiffs for the costs of the action, the only relief as against them which was in the result claimed by the plaintiffs. The defendant Gavin did not appear at the trial, and the evidence satisfied the court that there had been a clear case of copying on his part, and that as against him the plaintiffs had established their case. Byrne, J., held upon the evidence that Lloyd's had not "caused" the pirated matter to be printed, and therefore he refused to give the plaintiffs costs as against them. But, because Lloyd's had permitted the statement "Printed at Lloyd's" to appear on the title-page, the learned judge declined to allow them any costs as against the plaintiffs. The plaintiffs appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—I think Byrne, J., was perfectly right in coming to the conclusion upon the evidence in this case that the defendants Lloyd's neither printed nor caused to be printed the portions of this book which are pirated. It was hardly contended that Strakers, the actual printers, could be described as agents of Lloyd's, and the appellant, therefore, had to fall back on the words in the Act—"cause to be printed"—because Lloyd's could only have been said to have printed them if Strakers were their agents. But it is admitted that the order to Strakers was given by Gavin, and Gavin is the person whom Strakers have to sue if they wish to be paid, and it seems to me that there was no such connection between Lloyd's and Gavin in respect of this printing as would make Lloyd's partners or joint adventurers with Gavin. The appellant, therefore, has to rely on the words "caused to be printed," but when asked in what sense Lloyd's caused these pages to be printed, all he could say was that Lloyd's were under a contract to print these very pages, but they were so busy that they were willing to forego printing them, and Gavin was willing that they should forego printing them. But that only comes to Lloyd's permitting Gavin to get the printing done himself, and I do not think that if a man who has a right to print some work stands aside and lets someone else do the printing such a man can be said to cause the work to be printed. In my judgment it is plain that there is no evidence that Lloyd's either printed or caused to be printed this book.

STIRLING and COZENS-HARDY, L.JJ., concurred.—COUNSEL, *Lovett*, K.C., and *E. Ford*; *Scrutton*, K.C., and *Mackinnon*. SOLICITORS, *Scott, Spalding, & Bell*; *Waltons, Johnson, Bubb, & Whatton*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

OLIVER *v.* **THE GOVERNOR AND COMPANY OF THE BANK OF ENGLAND. STARKEY, LEVESON, & COOKE** (Third Parties). No. 2. 20th and 21st Feb.

PRINCIPAL AND AGENT—POWER OF ATTORNEY—FORGED SIGNATURE—STOCK-BROKER—TRANSFER OF STOCK—IMPLIED AUTHORITY—LIABILITY.

This was an appeal by W. J. Starkey from a decision of Kekewich, J. (reported 49 W. R. 391; 1901, 1 Ch. 652). The facts were as follows: On the 23rd of December, 1897, the appellant, who was a member of the firm of Starkey, Leveson, & Cooke, stockbrokers, executed a transfer in the books of the Bank of England of a sum of £2,633 12s. 6d. Consols, standing in the names of F. W. Oliver and E. Oliver, and on the 8th of March, 1898, he executed a transfer in the books of £147 5s. 4d. bank stock standing in the same names. In both cases he acted under powers of attorney in favour of himself and another member of the firm, purporting to be executed by the two Olivers, but in fact executed only by F. W. Oliver, E. Oliver's signatures having been forged. The appellants' firm applied to the bank for the forms of powers on the instructions of F. W. Oliver, and the appellant honestly believed that he had the authority of E. Oliver also. E. Oliver, on discovering the forgery, brought an action against the bank for an order to transfer into his name like sums of Consols and bank stock and to pay him the interim dividends, and obtained judgment, and the bank then claimed indemnity against all liability in respect of the transfers and against the costs, from the appellant and his firm (to whom a third party notice had been issued), on the ground that the bank were induced to allow the transfers by the representation made and warranty given by the firm in their applications for the powers of attorney and in the powers. Kekewich, J., made no order against the other members of the firm, but ordered the appellant to pay to the bank all that the bank were liable to pay to the plaintiff in the original action, including costs, and the costs of the third party notice, and from this order he appealed. Most of the cases cited in the argument on his behalf are mentioned in the judgment, and counsel for the bank were not called upon.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., after stating the facts, said: The bank had a statutory duty to allow the transfers on the production of the powers of attorney, and the sole question is whether there is raised by implication of law a warranty of authority by the appellant on which he asked the bank to act. In my judgment there is. The only points that we have to decide are (1) does the case come within the authority of *Collen* v. *Wright* (5 W. R. 265, 6 W. R. 123, 7 E. & B. 301, 8 E. & B. 647); (2) if so, has that case been overruled by any subsequent decision, or possibly (3) been so narrowed as to prevent its applying here. I think no case has had that effect, and that the cases have had the contrary effect, and that they shew conclusively that the present case is governed by *Collen* v. *Wright*. It was argued that the principle of *Collen* v. *Wright* is only applicable to cases where the agent purports to make a contract; but I see no reason to think that it was intended to be limited to such cases, and the judgment of Lord Esher in *Firbank's Executors* v. *Humphreys* (35 W. R. 92, 18 Q. B. D. 54) shews that in his opinion the principle of the decision extends to all cases where one person has been induced to enter into any transaction by the representations of another. I think no meaning can be given to the word "transaction" which would exclude from it the dealings between the bank and the appellant in the present case, and the case of *Dickson* v. *Reuter's Telegram Co.* (26 W. R. 23, 3 C. P. D. 1) also shews that the principle of *Collen* v. *Wright* is not confined to cases of contract. It has been suggested that *Derry* v. *Peek* (38 W. R. 33, 14 A. C. 337) has in some way overruled *Collen* v. *Wright*, and that *Low* v. *Bouverie* (40 W. R. 50; 1891, 3 Ch. 82) shews that in the Chancery Division it has been treated as overruled in similar cases, but in my opinion *Derry* v. *Peek* throws no doubt on *Collen* v. *Wright*, and the judgments of Lindley and Bowen, L.JJ., in *Low* v. *Bouverie* shew that they thought *Derry* v. *Peek* had left *Collen* v. *Wright* unaffected, and Kay, L.J., plainly thought that even after *Derry* v. *Peek* the court has power to make a party liable for an innocent misrepresentation. I think that *Collen* v. *Wright* is still good law and that the judgment of Kekewich, J., should be affirmed.

STIRLING, L.J.—I agree. It has been argued that *Collen* v. *Wright* is of very limited application, and only to be followed in cases similar to it; but this argument cannot prevail, for it was urged in *Firbank's Executors* v. *Humphreys*, and Lords Esher and Lindley negatived the contention. I think the dealings between Starkey and the bank amounted to a "transaction" within Lord Esher's meaning, for if the power of attorney had been good the legal position of the holder of the stock would have been altered, and as it was that of the bank was altered. Then it has been urged that no warranty can be implied because the bank took their usual precautions to test the genuineness of the signatures; but the bank did not rely on these precautions alone, and if a misrepresentation is relied on it does not matter that other inducements were given: *cf. Edgington* v. *Fitzmaurice* (32 W. R. 848, 29 Ch. D. 459).

COZENS-HARDY, L.J., concurred.—COUNSEL, *Sir R. T. Reid*, K.C., *Upjohn*, K.C., and *Stewart Smith*; *H. D. Greene*, K.C., *Latham*, K.C., and *Howard Wright*. SOLICITORS, *Morley, Shirreff, & Co.*; *Freshfields*.

[Reported by H. W. LAW, Esq., Barrister-at-Law.]

High Court—Chancery Division.

***Re* CHETWYND'S SETTLEMENT. SCARISBRICK** *v.* **NEVISON.** Farwell, J. 24th Feb.

SETTLEMENT—TRUSTEE—DISCHARGE OF ONE OF FOUR TRUSTEES WITHOUT APPOINTING A SUBSTITUTE—TRUSTEE ACT, 1893 (56 & 57 VICT. c. 53), ss. 11, 25.

This was originally a summons asking, under section 25 of the Trustee Act, 1893, for the discharge by the court of a trustee under a marriage settlement, leaving three trustees remaining without appointing anyone in his place. The court refused this application, but gave leave to amend the summons by asking for administration of the trusts of the settlement by the court, and making the trustee who desired to be discharged plaintiff, and all other persons interested defendants. The summons was adjourned into court for the purpose of giving a decision on this point.

FARWELL, J.—This is an application by a trustee, who is desirous of being discharged, against the other three trustees, the two life tenants and the children of the marriage. Since the summons was taken out, the husband and wife have been divorced, and an order was made varying the settlement to which I need not refer. When the case came before me originally in chambers it was an action under the Trustee Act alone. I was then of opinion, and now am, that the court had, under that Act, no power to allow a trustee to retire unless the court could appoint the other remaining trustees as trustees in the place of themselves and the retiring trustee, as to which there was considerable conflict of opinion. Jessel, M.R., thought it was possible, but Cotton, L.J., thought it was not, and in *Re Aston* (31 W. R. 801, 23 Ch. D. 217) Jessel, M.R., in deference to the opinion of other judges, and in order that the practice in Lunacy and Chancery might be the same, withdrew his opinion, and the Court of Appeal declined to make the order. The result is that the court does not allow trustees to retire under the Trustee Act simply. I suggested that the court always had power to allow a trustee to go under its inherent jurisdiction. The summons was therefore amended by asking for administration and joining all persons interested as defendants, with the trustee who wished to retire as plaintiff. In my opinion the trustee is perfectly reasonable in his desire to retire. He has served for ten years as trustee, and is sixty years of age. I adopt what was said by Lord St. Leonards in *Courtenay* v. *Courtenay* (3 Jones & Lat. 519, at p. 533). He referred there obviously to a sole trustee, or a case of two or more other trustees who were unwilling to be re-appointed. The right of a trustee who is not capriciously retiring is not dependent on finding someone to take his place, but the court may think it necessary to keep the trustee before it for the purpose of any future question. Here I have no such difficulty, as I still have three trustees remaining. Section 11 of the Trustee Act, 1893, enables parties to do that out of court which I now propose to do in court. I therefore feel no difficulty in discharging the plaintiff from being trustee without appointing anyone in his place. No vesting order is required, I simply discharge the plaintiff from being trustee.—COUNSEL, *Finch*; *Prior*; *Leeke*. SOLICITORS, *Rowcliffes*, for *Finch, Johnson, & Finch*, Preston; *Lethbridge & Prior*.

[Reported by J. F. CARR, Esq., Barrister-at-Law.]

GROVE *v.* **PORTAL.** Joyce, J. 7th and 8th Feb.

LANDLORD AND TENANT—FISHERY—COVENANT AGAINST ASSIGNMENT—LICENCE TO FISH.

This was an adjourned summons for the determination of the true construction of a lease granted by the defendant to the plaintiff and bearing date the 25th of April, 1894. The demised property consisted of the right of fishing in certain portions of the River Test "together with full liberty of ingress, egress, and regress for the said lessee and his authorized friends at all times during the term intended to be hereby granted to fish in such above-described portions of the said River Test with rods and lines in a proper and sportsmanlike manner at right and seasonable periods of the year, and without using nets or other means than the artificial fly, and the fish which they shall then and there take to have and retain to his and their own use, to have and to hold the said right of fishing and premises hereinbefore expressed to be demised unto the said lessee from the 30th of September, 1893, for three, seven, 14, or 21 years, at the option of the said lessee, or until one year's notice is given by the said lessee to determine the said tenancy on the 30th of September in any one of such years as aforesaid, yielding and paying therefor during the said term hereby granted the rent or sum of £300." It was provided that the lessee should not during the term underlet, assign, transfer, or set over or otherwise by any act or deed procure the said premises to be assigned, transferred, or set over to any person or persons whomsoever without the consent in writing of the lessor his heirs or assigns being first obtained for that purpose, and that it should be allowed to the lessor his heirs executors, and administrators, and to any person staying in his house to whom he might give leave to fish with his rod in the said waters without let or hindrance; and there was a proviso for re entry by the lessor in case of the breach or non-performance by the lessee of any of the covenants or agreements contained in the lease. The defendant having sold his house, promised to grant to the purchaser a licence and authority to fish in the portion of the River Test comprised in the lease in the manner and for the like periods as in the lease was provided (but so that not more than two rods should be used at any time) for the whole residue then unexpired of the term granted by the lease. Objection being taken by the lessor on the ground that the proposed licence was contrary to the covenant against assignment in the lease, the present summons was brought for the purpose of having the question determined. For the plaintiff it was argued that the licence was not an assignment within the meaning of the covenant, since the lease was not personal to the plaintiff, the power to authorize "friends" to fish would enable him to make the proposed licence to any persons he thought fit provided they fished "in a sportsmanlike manner." The covenant, like all covenants against assignment, must be construed strictly, because a breach of them would entail forfeiture. In support of this argument reference was made to *Daly* v. *Edwardes* (83 L. T. 548), *Church* v. *Brown* (15 Ves. 258). In this case it was said, since the covenant was merely against assignment of the whole, assignment of a part only would not be a breach of it (*Gentle* v. *Faulkner*, 1900, 2 Q. B. 267, 48 W. R. Dig.

89), just as underletting was no breach of a covenant against assignment: *Crusoe d Blencowe* v. *Bugby* (2 W. Bl. 766). Under the lease the plaintiff had a several fishery (*Holford* v. *Bailey*, 13 K. B. 426; *Fitzgerald* v. *Firbank*, 1897, 2 Ch. 96, 45 W. R. Dig. 57), and what was proposed to be certainly not a several fishing: *Malcolmson* v. *O'Dea* (12 W. R. 178, 10 H. L. C. 593, at p. 618). The defendant's counsel replied that this was an attempt to make a commercial speculation out of a power which was not intended to confer any such right. The proposed licence was really a leave masquerading as a licence. Since the licence would include the right to take away any fish which might be caught, it was not really a licence, but a demise of a profit *à prendre*. In support of this argument reference was made to *Roe d. Dingley* v. *Sales* (1 M. & G. 297), *Hooper* v. *Clark* (L. R. 2 Q. B. 200), *Webber* v. *Lee* (30 W. R. 866, 9 Q. B. D. 315), and *Wood* v. *Leadbitter* (13 M. & W., at p. 844).

JOYCE, J.—If the meaning of the licence proposed to be granted by the plaintiff was that only two rods were to be used altogether, and that the plaintiff was to be excluded from fishing at all, so that there would be no other rods on the stream, I think it might be arguable that the grant of such a licence would come within the terms of that covenant as a "procuring the premises to be transferred" to the proposed licensee. I think also that if the covenant not to assign had extended not merely to the said premises but also to "any part thereof," the case would have been arguable for the defendant on that point. But Lord Eldon's *dictum* in *Church* v. *Brown* (5 Ves. 258) had been relied upon by the plaintiff's counsel. In that case Lord Eldon said: "How does that history of the law with reference to this subject stand? There may be a covenant for almost anything; and this covenant against alienation without licence is as old as *Dumpor's case* (4 C. Rep. 119); but how does the fact that there was such a covenant in that case, when it was held to be gone by alienation with licence, proved that this is a usual, general covenant in a lease? The conclusion is rather the other way; that this is a special and particular covenant. Consider how this grows. This covenant, which is represented to be usual, would not prevent underletting. Then is a covenant against underletting a usual covenant, and is it proved to be so by the authorities that it is not restrained by the other covenant? Further, if the landlord has a covenant against both assigning and underletting, the tenant might, by an agreement, neither assigning nor underletting, put another person in possession of the premises; and parting with the possession in that manner would not be a breach of those covenants. Is a further covenant, therefore, not to part with the possession of the premises to be given as a usual covenant.? That would not have restrained the tenant from parting with a part of the premises, these covenants having been always construed by courts of law with the utmost jealousy to prevent the restraint from going beyond the express stipulation." That is a *dictum* which has never been disproved; it has been cited in text-books, and is considered by the writers to be good law. The covenant against assigning, therefore, does not prevent the tenant from underletting unless it extends to the premises "or any part thereof." In *Crusoe* v. *Bugby* (2 Wm. Bl. 766), the judgment was in these words: "The courts have always held a strict hand over these conditions for defeating leases. Very easy modes have always been countenanced for putting an end to them. The lessor if he pleased might certainly have provided against change of occupancy as well as against an assignment, but he has not done so by words which admit of no other meaning; 'assign, transfer, and set over' are mere words of assignment; 'otherwise do or put away' signify any other mode of getting rid of the premises entirely." That case was mentioned with approval by Sir William Grant in *Greenaway* v. *Adams* (12 Ves. 400), where he said "I have no doubt upon the construction of this covenant. This is not like *Crusoe* v. *Bugby*, where all the words of the covenant could have distinct effect and operation, without referring at all to an underlease; and it did not necessarily follow that the lessor, as he did not choose that the tenant should assign, therefore intended to restrain underletting." I think, further, looking at the particular nature of the property demised in this case, that it is doubtful whether the granting of a licence to this licensee is a transfer "of any part of the premises." But I do not decide the case upon that ground, but upon the *dictum* of Lord Eldon. Consequently the granting of the proposed licence is not a breach of the covenant.—COUNSEL, *Younger*, K.C., and *Cassel*; *Hughes*, K.C., and *Methold*. SOLICITORS, *Lee & Pemberton*; *Winter & Bothamley*.

[Reported by J. F. ISELIN, Esq., Barrister-at-Law.]

Re **TRENTHAM. TRENTHAM** *v.* **WEBB.** Swinfen Eady, J. 20th Feb.

WILL—CONSTRUCTION—PERSONALTY—GIFT TO CHILDREN AND FOR THEIR CHILDREN AFTER THEM.

Adjourned summons. James Trentham, who died on the 4th of May, 1901, by his will dated the 29th of March, 1900, bequeathed the residue of his personal estate "to be divided between my daughter Emma Webb, my daughter Elizabeth Onions, and my son J. H. Trentham aforesaid, and my daughter Kezzia Gibson, and my granddaughter Grace Charles, to share and share alike in equal shares for their sole and separate use, and for their children after them." By a codicil to his will he devised certain freehold property to his children and grandchild, but did not add the words "and for their children after them." It was argued that the words "after them" meant "in substitution for them," and that the words of the codicil should be read into the will so as to give the children and grandchild of the testator the absolute interest in the property.

SWINFEN EADY, J., held that the testator's children and grandchild took a life interest in the estate, with remainder over to their children.—COUNSEL, *Seddon*; *Arnold Herbert*; *Davies*. SOLICITORS, *T. Davies Jones*, for *J. & L. Clark*, West Bromwich.

[Reported by J. H. DAVIES, Esq., Barrister-at-Law.]

Re **FISHER. ALLAN** *v.* **FISHER.** Swinfen Eady, J. 19th Feb.

WILL—CONSTRUCTION—"ALL MY HOUSEHOLD PROPERTY AND EFFECTS OF EVERY KIND WHATSOEVER AND WHERESOEVER"—REAL ESTATE DISPOSED OF.

Adjourned summons. George Fisher, the testator, died on the 2nd of September, 1901, and his will was proved on the 25th of September. The question to be decided was whether the freehold house and land of which the testator died seised passed under the will, or whether they were undisposed of.

SWINFEN EADY, J.—The question is, what is the true construction of the will of George Fisher, the testator. He died seised and possessed of a house, three-quarters of an acre of garden, a sum of about £1,000 on deposit at a bank, furniture of the value of £65, and he occupied as tenant some additional ground of nine or ten acres used as a market garden. He acquired the smaller garden many years ago and built a house thereon, the date of the conveyance of the land being the 13th of November, 1866. By his will dated the 19th of January, 1878, after directing that his debts and testamentary expenses were to be paid, he proceeded: "I give and bequeath all my household property and effects of every kind whatsoever and wheresoever to which I shall be entitled at the time of my decease unto my dear wife Eliza Fisher for the term of her natural life for her own use and benefit absolutely, and after her death I direct that the same shall be sold and equally divided between and among my five children." The question is whether the house and land or either of them pass under the will. I have had considerable difficulty in coming to a conclusion, but I am of opinion that they are disposed of. The testator intended to dispose of the land and the whole of the land. He makes a disposition to his wife and children and in language which is on the face of it very comprehensive: he gives and bequeaths "all my household property and effects of every kind whatsoever." Then he refers to the situation of his property "whatsoever and wheresoever." I am unable to draw a distinction between the house and garden. He includes the whole of his property in this disposition and the real estate passes. But the real estate would not pass under the words "effects" alone without taking the context into consideration. The tendency of modern decisions is to give effect to very slight indications of a testator's intentions, as in *Hall* v. *Hall* (40 W. R. 227, 92 1 Ch. 361) and *Smyth* v. *Smyth* (26 W. R. 736, 8 Ch. D. 561). In the present case all the testator's property was intended to be included in the words "all my household property and effects whatsoever and wheresoever."—COUNSEL, *Bernard Wilkinson*; *Christopher James*; *Coles*. SOLICITORS, *Peacock & Goddard*, for *Sharp, Harrison, Turner, & Turner*, Southampton; *Speechly, Mumford, Rodgers, & Craig*, for *Lamport & Bassett*, Southampton.

[Reported by J. H. DAVIES, Esq., Barrister-at-Law.]

Re **PEACOCK. KELCEY** *v.* **HARRISON.** Swinfen Eady, J. 14th, 18th, and 22nd Feb.

WILL—POWER OF APPOINTMENT—APPOINTED FUND—VALID RECEIPT—ADMINISTRATOR WITH WILL ANNEXED.

This was an originating summons by the administratrix with the will annexed of Lucy Jemima Peacock, deceased, asking to have the question determined whether she could give to the defendant, who was the trustee of a marriage settlement dated the 20th of January, 1875, a valid receipt and discharge for the moneys comprised in the settlement which had become divisible. The settlement was made upon the marriage of Lucy Jemima Ogilvie, spinster, with Henry Peacock, and thereby certain funds and securities were settled for the husband and wife for their lives and the life of the survivor, and after the death of the survivor if (as happened) there should be no issue of the marriage, upon trust for such persons as Lucy Jemima should during coverture by will or codicil, and when not under coverture by deed, will, or codicil, appoint. The marriage took place on the 21st of January, 1875. Lucy Peacock died on the 14th of September, 1882, and Henry Peacock on the 6th of April, 1900. By her will dated the 30th of September, 1880, Mrs. Peacock, after referring to the settlement and her general power of appointment thereunder, appointed and directed that the settled funds should be paid or transferred to her sister Eliza Jane Ogilvie and her brother Charles Frederick Ogilvie, upon trust to pay £200 to her niece Mrs. Ashe, and to divide the residue among certain named persons, and she appointed her said sister and brother executrix and executor of her will. By a codicil dated the 5th of October, 1881, the testatrix made a different disposition with regard to certain policy moneys, part of the settled property, and in all other respects she confirmed her will. The said Eliza Jane Ogilvie and Charles Frederick Ogilvie respectively died without having proved the will of the testatrix, and on the 31st of May, 1901, letters of administration to the estate of Mrs. Peacock with the will and codicil annexed were granted to the plaintiff. The plaintiff then applied to the defendant to pay and transfer to her the funds subject to the settlement, in order that she might carry out the testamentary directions of the testatrix, but the defendant objected to do so, alleging that the plaintiff could not give him a valid discharge.

SWINFEN EADY, J.—It was settled by the cases of *Re Philbrick's Trusts* (13 W. R. 570) and *Re Hoskin's Trusts* (25 W. R. 779, 6 Ch. D. 281) that where a married woman or any other person having a general power of appointment over a fund of personalty makes an appointment of the fund by will and appoints an executor, such executor after he has proved the will is entitled to receive and give a valid discharge for the appointed fund. Counsel for the defendant did not dispute the authority of those cases, but contended that they only established the proposition that an executor was so entitled and that an administrator with the will annexed stood in a

different position. It was conceded that there was no authority which shewed that such an administrator stood in any different position, and I am not aware of any principle which requires any distinction to be made. If the donee of a power does not exercise it she leaves the funds to go as in default of appointment and to be administered by the trustees of the instrument, and the like result will follow if she exercises the power by deed and appoints only to beneficiaries; if, however, she exercises the power by deed, and wishes other trustees to administer the fund, she has only to appoint the fund to those trustees to be held by them upon the trusts then declared. If the donee exercises the power by will, and still wishes the original trustees to administer the fund, she can appoint them her executors, or, if she so desires, she may appoint different persons to be her executors, and those persons will then distribute the appointed funds. If, however, she appoints by will, and does not appoint any executors, or if executors appointed by her die or disclaim, I am of opinion that she commits the distribution of the fund to the person to whom the Probate Court shall grant letters of administration with the will annexed. It has been the practice of the Probate Court for many years to grant administration with the will annexed in the case of the will of a married woman, made by virtue of a power, where no executor is named: see Rule 15 of the Rules and Orders for the Principal Registry in Non-Contentious Business, 1862. If the contention put forward by defendant were correct, such an administrator would have no duties whatever to perform. Moreover, a rule that an executor should be the person to administer, but not an administrator, might give rise to considerable difficulties, thus an executor might prove the will and receive the trust fund and die intestate before administering. Who, then, is to complete the administration and division? If an administrator *de bonis non* cannot do so, is it to be held that the funds must in such a case be repaid to the original trustees? Again, it has long been settled that by exercising a general power of appointment by will a testator subjects the appointed property to the payment of all his debts, if and so far as his own property may be insufficient for that purpose; the appointed fund becoming equitable assets. Practical convenience requires that the person to administer these assets shall be the person whose duty it is as executor and administrator to ascertain and provide for the debts in a due course of administration. Again, it is settled law that where a testator with a general power of appointment gives legacies and appoints an executor, he must be taken as exercising his general power to the extent to which the fund subject to it is required to make the legacies effective, and the same rule would apply though no executor were appointed: *Re Davies' Trusts* (20 W.R. 165, 13 Eq. 163). Now the executor or administrator, as the case may be, is the person to pay these legacies, and the only person who can ascertain in the event of the testator's own estate being insufficient, how much of the appointed funds will be required to make up the deficiency so as to render the legacies effective. Upon these grounds I decide that the plaintiff in the present case can give a valid receipt and discharge for all the settled funds.—COUNSEL, *A. J. Chitty; Martelli.* SOLICITORS, *Harry Wilson & Co.*, for *St. George Ashe*, Cambridge; *H. P. Spottiswoode.*

[Reported by J. H. DAVIES, Esq., Barrister-at-Law]

High Court—Probate, &c., Division.

PINDER *v.* **PINDER.** Jeune, P., and a Common Jury. 26th Feb.

DIVORCE — PRACTICE — DECREE OF JUDICIAL SEPARATION — PERMANENT ALIMONY — CHARGE OF SUBSEQUENT ADULTERY OF PETITIONER — VARYING ORDER ON SUMMONS.

The wife in this case sought for a dissolution of her marriage on the ground of her husband's cruelty and adultery. The case was tried before Barnes, J., and a common jury, and resulted in the charge of adultery being established and that of cruelty was dismissed. The court thereupon granted a decree of judicial separation and made an order for permanent alimony. Subsequently the respondent took out a summons to vary the order for permanent alimony on the ground that the petitioner had committed adultery since the decree.

JEUNE, P., ordered that issue to be tried by a common jury before any order on the summons was made. The charge of adultery was negatived by the jury.—COUNSEL, *Bargrave Deane*, K.C., and *Barnard; Priestley* SOLICITORS, *McDiarmid & Hill*, for *Locking & Holdich*, Hull; *Stevenson & Couldwell.*

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

BARNES *v.* **RICHARDS AND OTHERS.** Lord Alverstone, L.C.J. 13th Jan., 14th Feb.

CONTRACT—SETTING ASIDE—UNDUE PRESSURE.

Further consideration. This was an action for balance of salary due and damages for wrongful dismissal, brought by the plaintiff against the defendants and tried before the Lord Chief Justice and a special jury. The defence was that all the plaintiff's claims were settled by the payment of £300 pursuant to the terms of an arrangement made on the 27th of September, 1900, and embodied in a deed of the same date made between the plaintiff and the defendants. The plaintiff replied that he was induced to execute the deed by the defendants threatening unlawfully to imprison him, and that he was taken by surprise and overwhelmed by the threat, and in consequence of the threat gave no real or free consent to the execution of the deed. The learned judge left two questions to the jury: (1) Was the plaintiff induced to make the agreement of the 27th of September, 1900, by threats by the defendants of criminal proceedings or imprisonment? To which the jury returned the answer "No." (2) Was the plaintiff induced to make the agreement of the 27th of September, 1900, by undue pressure exercised by the defendants to force the plaintiff to enter into the agreement? To which the jury answered "Yes," and they assessed the damages at £100. The question whether the answer to the second question was sufficient to entitle the plaintiff to get rid of the deed and to fall back upon his original claims was reserved for further consideration. The plaintiff had been engaged by the defendants as the manager of Collins' Music Hall and managing director of the London Music Hall. He was responsible for the working accounts, which were audited weekly. On the 29th of September, 1900, he was asked to explain a number of items relating to the accounts. As to many of them he gave a satisfactory explanation, but as to others he was unable, at the time, to give an explanation which was satisfactory to the defendants. A long discussion took place, and an arrangement was come to which was embodied in the deed. The plaintiff was to send in his resignation, and to accept the sum of £700, being £300 in respect of his claim for salary and £400 in respect of a loan, and to sign the deed of release.

Lord ALVERSTONE, C.J., in the course of a written and reserved judgment, said the case was one of considerable difficulty, and there was no decision exactly upon the point. The jury had answered the second question in the affirmative. It was for him, the learned judge, to consider upon the merits whether such a finding was sufficient to enable the plaintiff to set aside the arrangement embodied in the deed. It was impossible to say that there was no evidence to support the finding of the jury on the second question. In considering the question of law it was necessary to deal separately with the two causes of action on which the plaintiff founded his claim—(1) wrongful dismissal, and (2) a claim to salary which he alleged was due to him up to the date of ceasing to be manager. In his, the learned judge's opinion, there was no evidence of any dismissal at all. The plaintiff resigned, and was not dismissed, and no damages could be claimed in that respect. As regarded the amount claimed for salary there was more difficulty. It appeared to depend upon whether the finding of the jury on the second question was sufficient to set aside the arrangement made. The strongest cases in favour of the plaintiff were *Evans* v. *Llewellyn* (Cox's Cases in Equity, 333), *Wood* v. *Abrey* (3 Madd. 417) and probably *Ormes* v. *Beadel* (in 2 Giffard, p. 166, 8 W. R. Dig. Ch. 17, and on appeal 9 W. R. 25), and *Barrett* v. *Huntley* (14 W. R. 684, L. R. 2 Eq. 789, at p. 797). He, however, was of opinion that the finding of the jury failed to bring the case within any of the decisions in which Courts of Equity had set aside arrangements of compromise. The passage in the judgment of Lord Chelmsford in *Williams* v. *Bayley* (L. R. 1 H. L., at p. 216), on which he, the learned judge, had framed the second question, must be taken in conjunction with the preceding sentence and the subject-matter under discussion, and not as laying down any general proposition or rule which could be applied in all cases (see observations on the case in *Flowers* v. *Sadler* (10 Q. B. D. 572, 31 W. R. Dig. 45). Accepting the finding of the jury on the second question, he thought that such pressure did not in law entitle the plaintiff to say that he was not bound by the arrangement come to. Judgment for defendants with costs.—COUNSEL, *Bray*, K.C., *A. Powell*, and *Higgins; Sir E. Clarke*, K.C., *Gill*, K.C., and *Bozall.* SOLICITORS, *C. H. Herbert; J. Rutland.*

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

GEE *v.* **TAYLOR, ESQ., AND OTHERS, LICENSING JUSTICES OF OLDHAM.** Div. Court. 24th Feb.

LICENSING ACTS—OFF LICENCE—ORIGINALLY GRANTED ON CONDITION THAT IF LICENSEE GAVE UP THE BUSINESS OF A GROCER, LICENCE SHOULD NOT BE RENEWED—LICENSEE SELLS BUSINESS—PURCHASER APPLIES FOR TRANSFER OF LICENCE—JUSTICES WRONG IN HOLDING CONDITION A BAR TO A TRANSFER.

Special case stated by quarter sessions with regard to an appeal to this court by the licensing justices of Oldham against a decision of the court of quarter sessions. The facts were these: On the 23rd of August, 1894, Samuel Turner applied at the general annual licensing sessions for the borough of Oldham for a certificate or licence to sell by retail, at 52, Abbey Hills-road, Oldham, beer to be consumed off the premises in pursuance of the Acts of the II. of George the IV. and of William the IV, c. 64, and the amending statutes. When Turner made the application to the justices he proposed that the licence should be granted subject to the condition (1) that the premises in respect of which the licence was granted should be closed during the whole of Sunday, and upon the application he assented to another condition which was suggested by the justices (2) that the licence should be given up upon his leaving or ceasing to carry on the grocery business on the premises. The justices granted the licence upon these conditions, and they would have refused it if they had not been assented to. At the date of the application Turner was the tenant of the premises under a lease granted by the owner, a Mrs. Kershaw, for a term of five years expiring on the 23rd of July, 1899, and carried on the business of a grocer on the premises. A certificate or licence was renewed to Turner each year at the annual licensing sessions subject to the conditions which were embodied in the licence. On the 24th of December, 1900, respondent, Thomas Gee, applied to the appellants for the transfer of the licence from Samuel Turner, who was about to give up possession of the premises and to cease to carry on the business of a grocer there. The licensing justices (the appellants) refused to grant the transfer from Turner to the respondent on the ground that the transfer was contrary to the second of the conditions set forth above, inasmuch as Turner would, in the event of the transfer being granted, leave the premises and cease to carry on the grocery business upon them. It was argued before quarter sessions for the licensing justices that in special session they could lawfully impose such conditions

on the original grant, and lawfully refuse the transfer from Turner to Gee on the ground that the transfer was in contravention to the second condition. The respondent Gee contended that the licensing justices had no such power, and the quarter sessions upheld his view and reversed the order of the licensing justices, who now appealed.

THE COURT (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) dismissed the appeal.

Lord ALVERSTONE, C.J., said it seemed that the objection which in the opinion of the justices prevented them from entertaining Gee's application for a transfer, was not one that prevented the justices from hearing and determining the application. If that was the case the quarter sessions had set the matter right by holding that it was not a bar to the licensing justices granting a transfer, but only a circumstance which they might consider.—COUNSEL, *Acland; Mellor.* SOLICITORS, *Chester & Co.*, for *Booth & Sons*, Oldham; *Thomas Waite & Son*, for *R. M. Sixsmith*, Oldham.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

HOARE *v.* TRUMAN, HANBURY, BUXTON, & CO. (LIM.). Div. Court. 24th Feb.

FACTORY—DEFINITION—BEER BOTTLING WORKS—FACTORY AND WORKSHOP ACT, 1878 (41 VICT. c. 16), s. 93.

Case stated by Haden Corser, Esq., a metropolitan police magistrate, raising the question whether certain premises connected with the respondents' brewery were a non-textile factory within the meaning of section 93 of the Factory and Workshop Act, 1878. An information was preferred by the appellant, one of his Majesty's inspectors of factories and workshops, against the respondents, which charged that they, on the 7th of June, 1901, being then the occupiers of certain premises, the same being a non-textile factory within the meaning of the Factory and Workshop Acts, 1878 to 1895, at Wilkes-street, Spitalfields, did unlawfully employ a lad of fifteen, from 7 a.m. to 9.30 p.m. on the day in question, which was beyond the period of employment permitted by section 13 of the Factory and Workshop Act, 1878, or section 36 of the Factory and Workshop Act, 1895. If the bottling stores were a textile factory within the Act of 1878, s. 93, then the respondents, on the 7th of June, 1901, infringed the provisions of section 13 of that Act. The magistrate having dismissed the information, the inspector appealed.

THE COURT (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) allowed the appeal.

Lord ALVERSTONE, C.J., in giving judgment, said the words of the section shewed that a "non-textile factory" meant any premises wherein any manual labour was exercised by way of trade, or for the purpose of gain, or for or incidental to the adapting for sale of any article, and wherein or within the precincts of which steam, water, or other mechanical power was used in aid of the manufacturing process carried on. The facts shewed that these bottling stores were used by the respondents for the purpose of rinsing the bottles of beer, and a gas engine was employed for that purpose. The magistrate held, on the authority of *Law* v. *Graham* (49 W. R. 622; 1901, 2 K. B. 327), that there was no manufacturing process, and that if there was the mechanical power was not used in aid of it. He seemed to think that inasmuch as the work done by the lad employed in bottling was manual it was immaterial to consider how the beer was conveyed to the bottling machine, and the other processes used at the stores did not bring the place within the Act. In *Law* v. *Graham* the court held that the magistrate was right in holding that washing the bottles was not adapting the beer for sale, but that was no authority in the present case. In his judgment, there being manual labour and at the same time mechanical labour used for that purpose, the needs of the section were fulfilled. He thought the case should go back to the magistrate to convict. Case remitted accordingly.—COUNSEL, *H. Sutton; Travers Humphreys.* SOLICITORS, *Solicitor to Treasury; Clapham, Fitch, & Co.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

STOURBRIDGE MAIN DRAINAGE BOARD *v.* SEISDON UNION AND OTHERS. Div. Court. 24th Feb.

RATING—SEWAGE FARM—FARM LET TO AGRICULTURAL TENANT WHO WAS SO RATED IN RESPECT THEREOF—LEGAL POSSESSION, CONTROL, AND OCCUPATION OF SEWAGE WORKS—CLAIM BY RATING AUTHORITIES TO RATE SEWAGE BOARD ON THEIR STATUTORY HEREDITAMENT.

Special case stated by the chairman of quarter sessions for the county of Stafford. The Stourbridge Main Drainage Board are a sewage board constituted for the purpose of dealing with the sewage from the urban district of Stourbridge, and they for that purpose acquired a farm at Kinver, upon which they laid down certain sewage works. In December, 1897, they leased this farm to one Chatham. The Seisdon Union in due course rated the Stourbridge Main Drainage Board in respect of the sewage works and plant upon the farm, and rated Chatham in respect of the farm itself. The drainage board appealed against this rate to the quarter sessions, and contended that they were not such occupiers of the sewage works as to be rateable in respect of them, and that Chatham was the person liable. For the assessment committee it was said that Chatham was in occupation of the farm only as an agricultural tenant; that the sewage works and plant were a distinct hereditament created by the Stourbridge Board to enable them to carry out their statutory duties, and that in law they could not part with possession, control, or occupation thereof, and that if they were in the physical control or occupation of Chatham, he was merely their agent. The quarter sessions held that the Stourbridge Board were not rateable and reduced their rate accordingly. The assessment committee appealed, and counsel cited the following cases: *Mayor of Southport* v. *Ormskirk Union Assessment Committee* (1894, 1 Q. B. 198), *Reg.* v. *St. Mary Abbott's, Kensington* (12 A. & E. 824), and *Reg.* v. *Abney Park Cemetery Co.* (8 Q. B. 515) to shew that although there were certain limited rights parted with to Chatham, that did not render the respondents free from liability as being under their statutory powers still in legal occupation of the sewage farm.

THE COURT (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.), without calling on counsel for the respondents, dismissed the appeal. The court of quarter sessions had found, having all the facts before them—the nature and character of the structure, the way the farm was demised and the rights reserved to the sewage board—that the board were not the occupiers of the premises. There was no hard and fast rule as to what was occupation. It was a question of fact that depended on the particular circumstances proved in each case. In the present instance they saw no grounds for differing from the decision on the facts come to by the court of quarter session. Appeal dismissed with costs.—COUNSEL, *W. J. Disturnal* and *Morton Brown; Alfred Lyttelton*, K.C., and *Hutton.* SOLICITORS, *John Mitchell*, for *Herbert Taylor*, Wolverhampton; *Field, Roscoe, & Co.*, for *Harwards & Co*, Stourbridge.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

CHURCHWARDENS, &c., OF ST. STEPHEN, CITY OF LONDON *v.* GREAT NORTHERN AND CITY RAILWAY CO. Div. Court. 24th Feb.

RATING—RAILWAY COMPANY—BUILDINGS UNOCCUPIED WHEN COMPANY ACQUIRED THE LAND—REFUSAL BY COMPANY TO PAY RATES AS HYPOTHETICAL TENANTS—DISTRESS WARRANT.

Case stated by two justices sitting at the Guildhall, London. The question raised was whether the respondent railway company was liable to pay rates in respect of certain property acquired by them under their statutory rights which consisted of vacant land when the rates were made and when the respondents acquired their interest in it, there having been buildings on the land previous to its acquisition by them. The material facts set out in the case were as follows: Complaint was made on behalf of the appellants that the respondents, being duly rated and assessed in poor rate amounting to £45 had refused to pay on the ground that at the time they acquired the land no business of any kind was carried on upon it. It was a piece of vacant land, and the valuation list in force when the rate was made had since been varied by a supplemental valuation list, by which this property was proposed to be taken out of rating. That supplemental list, however, did not come into operation until the 6th of April, 1900. Before that date—namely, on the 4th of April, 1900, a provisional list continuing the property in the valuation list was made for the parish which was confirmed by the assessment committee of the City of London Union, in which the parish of St. Stephen, Coleman-street, is situated, on the 31st of October, 1900. In this provisional list the premises were again inserted of the rateable value as before of £292. A poor rate was duly made and published on the 8th of May, 1900, and another on the 5th of November, 1900. The rate books were produced in which the respondents were rated in respect of the premises described as "shop, offices, and warehouses." At the date of the said rates respectively, the undertaking of the respondents had not been completed and assessed or become liable to be assessed to consolidated sewer and other rates, nor had such of the lands and buildings acquired by the respondents as were not required for the purposes of the undertaking been otherwise assessed or become liable to the rates. For the respondents it was contended (*a*) that their liability (if any) in respect of the said property was enforceable only by action, and the cases of *The Fourth City Mutual Building Society* v. *East Ham (Overseers of)* (1892, 1 Q. B. 661), *Farmer* v. *London and North-Western Railway Co* (20 Q. B. D. 788), and section 69 of their private Act of 1892 were referred to. They also contended (*b*) that at the time the rates were made, the land being vacant, they were not liable to be assessed in respect of it; and (*c*) that they were only liable to be rated (if at all) in respect of the land as if they were assessed in respect of it in the valuation list in force for the parish at the time they acquired the land. The appellants answered that under section 69 of the respondents' Act they were liable to pay rates whether the lands and buildings were occupied or not, and as they had not appealed the justices were bound to enforce payment. The justices overruled the contention of the respondents that the amount could only be recovered by action, and they held they had jurisdiction to go behind the rate-book and inquire into the validity of the rate, but they declined to issue a distress warrant on the ground that at the time when the rate was made there were no such premises in existence as were described in the rate-book, and had not been when the respondents acquired their interest, but the property was then only vacant land.

THE COURT (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) dismissed the appeal.

Lord ALVERSTONE, C.J., said the 69th section of the respondents' Act, 1892, was obscurely worded, and, therefore, extremely difficult to construe, but shortly it stated that the company should in respect of all lands and buildings acquired by them be liable to pay all rates and contributions leviable in respect of such lands and buildings "as if the company were assessed in respect of such lands and buildings in the valuation list in force in the parish or place within which such lands and buildings are situate at the time the company acquire such lands and buildings, whether such lands and buildings be occupied or vacant, and shall continue liable to and pay all such consolidated sewer and other rates and contributions until the undertaking shall be completed and assessed or liable to be assessed. . . ." So far as he could see, the section had failed to make the respondents liable on the hypothetical theory that they were still occupying houses that had been pulled down before they went into occupation of the land. One would not expect the company to be liable to pay more than those from whom

they bought. It was not established from the facts that there was a rate leviable in respect of this property at the time when the company were assessed. It was argued by the appellants that this question ought not to have been raised by way of answer to an application for a distress warrant, and that it was only a ground for an appeal to quarter sessions. If the objection raised meant that the justices had no jurisdiction to make the objector liable, that was an objection the magistrates might entertain; but if the objection rested on some other ground such as might be the subject of an appeal the magistrates could not entertain it. There was nothing to shew that under their Act the railway company were liable to pay more rates than would have been paid had they not acquired the property. That was a point of substance, and the magistrates having rightly decided it, the appeal failed.

DARLING and CHANNELL, JJ., gave judgments to a like effect.—COUNSEL, *Walter Ryde; R. Cunningham Glen.* SOLICITORS, *Roche & Sons; Le Brasseur & Oakley.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

DAVIES *v.* **BURNETT.** Div. Court. 24th Feb.

LICENSING—35 & 36 VICT. c. 94, s. 3—SALE TO AGENT FOR MEMBER BY CLUB.

This was an appeal from the justices of Wolverhampton by the respondent, who was a steward at the Wolverhampton Conservative Club, against a fine of ten pounds and costs for having, on the 9th of August, 1901, sold to one Elizabeth Hickman a bottle of stout, he not being licensed to sell by retail. Elizabeth Hickman was the wife of George Hickman, who was a member of the club, and he, on that date, sent his wife with a written order for the purchase of the liquor. On behalf of the appellant it was contended that a member of a *bonâ fide* club had the right to go and fetch liquor away from the club, and that therefore he was equally entitled to delegate that right to an agent. They cited *Graff* v. *Evans* (30 W. R. 208, 8 Q. B. D. 373). The decision in *Woodleigh* v. *Simmons* (6 J. P. 150) was based on the finding of the magistrates that the club was not a *bonâ fide* one. On behalf of the respondent it was contended that this was one of those rights that could not be delegated, and that it opened the door to evasion of the licensing law.

THE COURT (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) allowed the appeal, being of opinion that under the circumstances, and following *Graff* v. *Evans*, it was a *bonâ fide* transfer of property to the wife as agent for the husband, and that there had been no sale. They did so with reluctance, as they were of opinion that the practice might be productive of great evil.—COUNSEL, *Hobson; A. Powell.* SOLICITORS, *Indermaur & Brown*, for *Alfred Turton*, Wolverhampton; *W. A. Bennett*, for *Hooper & Ryland*, Birmingham.

[Reported by C. G. WILBRAHAM, Esq., Barrister-at-Law.]

NEW ORDERS, &c.

RULES PUBLICATION ACT, 1893.

(56 & 57 Vict. c. 66)

In pursuance of section 3 (3) of the above Act notice is hereby given:

(1.) That the undermentioned Order has been made by the Lord Chancellor postponing the coming into operation of certain provisions of "The County Courts (Districts) Order in Council, 1899," as to London.

(2.) That such Order so issued is a statutory rule and has been numbered and printed under the above Act, and that it may be referred to by its short title.

(3.) That copies of such statutory rule may be purchased, either directly or through any bookseller, from Messrs. Eyre & Spottiswoode, East Harding-street, Fleet-street, E.C., and 32, Abingdon-street, Westminster, S.W., or John Menzies & Co., 12, Hanover-street, Edinburgh, and 90, West Nile-street, Glasgow, or Messrs. Hodges, Figgis, & Co., 104, Grafton-street, Dublin.

Order to which the above notice refers, The County Courts (Districts) Postponement Order No. 12.

Lord Chancellor's Office, February 19, 1902.

LAW SOCIETIES.

UNITED LAW SOCIETY.

Feb. 24.—Mr. C. H. Kirby in the chair.—Mr. C. Ottaway moved: "That this house is not in favour of the sentiments contained in Mr. Rudyard Kipling's poem, 'The Islanders.'" Mr. J. Wylie opposed. There also spoke: Messrs. S. Davey, W. J. Boycott, C. Kains-Jackson, and P. B. Walmsley. Mr. C. Ottaway replied, and the motion was carried by two votes.

THE SOLICITORS' MANAGING CLERKS' ASSOCIATION.

With the object of making it more useful, and arousing additional interest in the work of the association, the council have decided that as far as practicable, monthly meetings of the members shall be held at which doubtful points of practice, the lectures, questions on legal subjects, and matters affecting the interests of members in particular, and the profession generally, will be discussed. The first of such meetings will take place at 12, New-court, Lincoln's-inn, on Friday, the 28th inst., at 7 p.m., and the subsequent meetings at the same hour on the dates mentioned below: Monday, March 24th; Friday, April 25th; Friday, May 16th; Friday, June 20th; Friday, July 18th; Friday, August 15th; Friday, November 21st; Friday, December 19th.

LIVERPOOL AND DISTRICT ASSOCIATION OF LEGAL ASSISTANTS.

A large gathering of the members of this association attended at the rooms of the Incorporated Law Society of Liverpool, 10, Cook-street, on Thursday, the 20th inst., when Mr. J. A. Hartley, a member of the association, delivered the first part of his lecture on "Admiralty Practice." Mr. Hartley, who was listened to with great interest, treated the subject in a most able and lucid manner, and the members are looking forward with great interest to the second portion of the lecture.

LAW STUDENTS' JOURNAL.

THE INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.—JANUARY, 1902.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:

FIRST CLASS.

[In order of Merit.]

LEONARD WILLIAM MOORE, who served his clerkship with Mr. John William Frederick Jacques, of the firm of Messrs. F. V. Jacques, Clutton, & Jacques, of Bristol; and Messrs. Stow, Preston, & Co., of London.

ERNEST WILLIAM BIRD, who served his clerkship with Mr. Francis H. Kendall, of the firm of Messrs. Banks, Kendall, & Taylor, of Liverpool; and Messrs. Cole & Jackson, of London.

HAROLD ATKINSON CRAWFORD, who served his clerkship with Mr. George Frederic Crawford, of Leeds; and Messrs. Patersons, Snow, Bloxam, & Kinder, of London.

JAMES SHAW, who served his clerkship with Mr. John Rust Jeffery, of the firm of Messrs. Taylor, Jeffery, & Jessop, of Bradford.

WILLIAM CHARLES CAMM, who served his clerkship with Mr. Archibald Slater, of the firm of Messrs. Slater & Co., of Darlaston.

STEPHEN HEAP, M.A., LL.B. (Camb.), who served his clerkship with Mr. Henry Woodcock Ryland, of the firm of Messrs. Woodcock, Ryland, & Parker, of London.

SECOND CLASS.

[In Alphabetical Order.]

John Arthur Stephen Baily, who served his clerkship with Mr. Robert Newton, of Wells, Somerset; and Messrs. Turner & Co., of London.

Frederick Charles Boyes, who served his clerkship with Mr. Edward Humphreys, of the firm of Grover, Humphreys, & Son, of London.

Harry Scotchmer Gotelee, who served his clerkship with Mr. Robert Carter, of London.

Tom Henry Hosegood, who served his clerkship with Mr. Thomas Joyce, of the firm of Messrs. Ponsford, Joyce, & Davis, of Williton, Somerset; and Messrs. Rowcliffes, Rawle, & Co., of London.

Thomas Hulme, who served his clerkship with Mr. Henry Harwood, of the firm of Messrs. Aston, Harwood, & Somers, of Manchester; and Messrs. Bower, Cotton, & Bower, of London.

Charles Bennett Marshall, who served his clerkship with Mr. Edmund Strode, M.A., of the firm of Messrs. Bird, Strode, & Bird, of London.

Frank Pick, who served his clerkship with Mr. George Crombie, of York.

John Ratcliffe Sampson, who served his clerkship with Mr. Robert Newton Rhodes, of Bradford.

Thomas Fielden Taylor, who served his clerkship with Mr. William Frederick Verrall, of Worthing; and Mr. John Hands, of London.

George Herbert Watson, who served his clerkship with Mr. George Newby Watson, of Darlington.

THIRD CLASS.

[In Alphabetical Order.]

Richard Hughes Abell, who served his clerkship with Mr. Sidney Proctor Ryland, of Cheltenham; and Messrs. Field, Roscoe, & Co., of London.

Alexander Wynaud Findlay, LL.B. (Lond.), who served his clerkship with Mr. Daniel Wintringham Stable and Mr. William Gamble, both of London.

Robert Howard Furness, who served his clerkship with Mr. John James Rawsthorn, of the firm of Messrs. Rawsthorn, Ambler, & Booth, of Preston.

Walliss William Penn Gaskell, who served his clerkship with Messrs. Ashurst, Morris, Crisp, & Co., of London.

Edgar Arthur Kirby, B.A. (Lond.), who served his clerkship with Mr. Mr. Joseph Soames, of the firm of Messrs. Soames, Edwards, & Jones, of London.

James Elliott Mallinson, M.A. (Camb.), who served his clerkship with Messrs. Goble & Warner, of Fareham; and Messrs. Prior, Church, & Adams, of London.

Richard Thomas Morgan, who served his clerkship with Mr. E. Brassey, of Chester.

Frederick Adam Corrie Redden, LL.B. (Camb.), who served his clerkship with Mr. Alfred Francis Fox, of the firm of Messrs. Fox & Preece, of London.

David Edward Speight, who served his clerkship with Mr. John Henry Armitage, of Leeds.

Hugh Rutherford Clunny Biden Steele, who served his clerkship with Mr. Henry Privett Thurston, of Thornbury; and Mr. Walter Plomer Young, of London.

James Henry Sturgess, who served his clerkship with Mr. Claude Barker, of Sheffield.

Charles Sydney Thompson, who served his clerkship with the late Mr. Charles Octavius Humphreys, of the firm of Messrs. C. O. Humphreys & Son, of London.

Alfred Wiltshire, who served his clerkship with Mr. Edward Albert Bell, of London.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:

To Mr. Moore.—Prize of the Honourable Society of Clement's-inn, value about £10; and the Daniel Reardon prize, value about 20 guineas.

To Mr. Bird.—The Prize of the Honourable Society of Clifford's-inn, value 5 guineas.

To Mr. Crawford, Mr. Shaw, Mr. Camm, and Mr. Heap.—Prizes of the Incorporated Law Society, value 5 guineas

To Mr. Boyes.—The John Mackerill prize, value about £12.

The Council have given class certificates to the candidates in the second and third classes.

Eighty-six candidates gave notice for examination.

Preliminary Examination.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 5th and 6th of February, 1902:

Barnes, Ralph George
Barrans, Benjamin Thomlinson
Batchelor, Spencer Martin Eyckholt
Bradley, William Charles
Branston, Reginald
Brooke, Louis
Burt, Howard Frank
Carmichael, James Fell Scott
Clarke, John Laurence
Cooney, John Fancourt
Coupe, William Henry
Crebbin, Charles
Creech, Charles Nugent
Crocker, Archibald Thomas
Dollman, Henry
Drake, Frederic Augustus
Falconer, John Philip Egerton
Farrington, Ernest
Fisher, Francis Templer
Flower, Frank
Ford, Gervase Lawson
Foster, Rennie James
Gasking, Eustace William Trist
Gordon, Leslie
Gould, Eustace Arthur
Green, David Johnston
Greenhalgh, Leonard Wray
Hadfield, William Bruce
Harby, Ashley Robert Stephenson
Harvey, Edward Dalton
Higham, Norman Marshall
Hills, Thomas Hyde
Holmes, Clement Elphinstone Radcliffe
Holmes, Harry Hogarth
Hoskinson, Edward Robert
Hudleston, Harold Robert
Ismay, John
Johnson, Stanley
Jones, Barry St P
Jordan, Fred Alma
Kay, Edwin Ody
Lalji, Yoosuf Ismail Abdoolabhai
Layton, Humphrey Benedict
Leigh-Clare, Gerald Leigh
Limmer, Charles William
Liversage, John Robert
Livesey, Richard Edmondson
Calcraft, Charles Yorke Lucas
McMullen, Edward Carlyle
Marsden, Thomas
Mathias-Thomas, Francis Edward Lloyd
Midgley, Thomas Arthur
Miles, Ralph George
Milns, John Arkley
Milsom, Algernon Charles
Minor, Hugo Walford
Mitchell, Albert Jeffery
Nicoll, Alexander Vere
Ogdon, William Francis
Peers, Francis Robert
Povey-Harper, Kenneth
Price, Thomas Ralph Plumer
Richards, Thomas
Rivington, Albert Gibson
Roberts, Walter
Rowlands, Montague Arthur
Rutherford, Mark
Seager, John Edward
Shawcross, James
Shephard, William Wood
Smart, Harold Nevil
Smith, Alfred Ernest Stanley
Smitton, Ernest Claud
Stevens, Edmund Archibald
Stewart, Charles
Stubbins, George Vincent Bearparke
Tahourdin, Gilbert Hadden
Tasker, Geoffrey Nowill
Taylor, William Kingsley
Taynton, Cyril Henry
Tench, Richard Astley
Topham, Ernest Krüger
Trappes-Lomax, Robert Ignatius
Tunbridge, Norley Frederick
Turner, Cyril
Turner, Reginald Stanley
Vosper, Thomas
Wallington, Raleigh
Warmington, Louis Crispin
Weekes, Percival Penkivil
Whitehead, Herbert Vaughan
Wigfull, Charles Stuart
Wigston, Nigel Stuart
Wilson, Gilbert Moore
Wood, Charles Herbert

LAW STUDENTS' SOCIETIES.

Law Students' Debating Society.—Feb. 18.—Chairman, Mr. W. Arnold Jolly.—Dr. C. Herbert Smith read a paper on "The Procedure of the King's Bench Division," and concluded by moving "That, in the opinion of this House, the practice and procedure in the King's Bench Division of the High Court of Justice calls for immediate and drastic reform." Mr. G. W. Powers opposed. The following members also spoke: Messrs. Richardson, R. P. Croom-Johnson, Bishop, J. F. Eales, W. M. Pleadwell, A. C. Dowding, and Nash. Mr. Herbert Smith replied and the motion was carried by ten votes.

Birmingham Law Students' Society.—A meeting was held in the Law Library, Bennetts-hill, Birmingham, on Tuesday evening, the 18th inst., W. J. Gandy, Esq., presiding. A debate took place on the following point: "That the decision in *Smout* v. *Ilbery* was wrong." The speakers in the affirmative were Messrs. W. C. Camm, A. E. Coley, E. A. Gateley, T. H. Cleaver, and W. H. Coley, and in the negative Messrs. T. P. Duggan, S. J. Grey, T. Oliver Lee, A. G. Mattey, J. W. Hallam (hon. member), and E. A. B. Cox. After the openers on both sides had replied and the chairman had summed up, the point was decided in the negative by a majority of one. The meeting terminated with a vote of thanks to the chairman.

COMPANIES.

MARINE AND GENERAL MUTUAL LIFE ASSURANCE SOCIETY.

At the recent annual meeting of this society, the chairman, in rising to move the adoption of the report, said: I would like to express, on behalf of my colleagues and on behalf, too, of the members of the society, the great sorrow that we feel at the loss of our late colleague, Sir John Braddick Monckton. Sir John Monckton joined the board of our society at my own request, as representative of the "Briton" office, when we took over that business; and as everyone knows he was not only a capable man of affairs, but was gifted with a genial humour and *bonhommie* that enabled him to play a distinguished part in any society into which he might be thrown. I am sure it would not be well that this meeting should pass by without my stating how much we sympathize with his family in the great loss that they have sustained. I will now turn briefly to the figures that have been placed before you. The year 1901 has been on the whole a satisfactory year for this office and the insurance world in general. We have accepted during last year policies to the extent of £264,470, as against £235,082 in the previous year. That, gentlemen, is so far satisfactory, and from my own point of view, what is still more satisfactory, I think, is that, in my opinion at all events, the quality of the business submitted to us in 1901 is even superior to the business offered in the previous year. Now, you will see by the accounts that our premium income this year, of which I am now speaking, amounts altogether to £110,173. I was looking back to the accounts of the year in which I first had the honour of becoming chairman of this society, and I find that our premium income was only a little over £33,000; so that at all events we have made a fair, if not extraordinary, progress during the last fourteen years. I need say nothing more with regard to the premium income, but this—which I think is a matter of importance to bring to your notice—namely, that our insurance fund has kept pace steadily in respect of our insurance premiums. For example: going back six years to 1895, we find that in that year, when our premium income was £78,147, our funds amounted to £768,981. Now in the present year the premium income, as I have stated, is £110,173, and the insurance fund amounts to the full proportion of £1,100,728. Turning from the premium income to the claims which we have paid this year, we have paid £43,540 in claims, and I am glad to say that that amount is only two-thirds of the sum which we considered we had provided for, and which we might have paid, if necessary, without any drawback to our business. Further, it is satisfactory to note that the sum thus paid is made up to a large extent on policies falling in on very old lives. So that, as a matter of fact, we have received in interest and premiums almost as much as we have been required to disburse. Taking the operations on the whole we find that while we paid £43,540, we had actually received in premiums and interest upwards of £38,000. That is a gratifying record as far as the work of the year is concerned. Now I come to the surplus which we carry forward, which is necessarily of importance. I find that the surplus is £70,216—that is, it is the largest amount which this society has yet carried forward from one year to another—and it makes, as you see, our total insurance fund up to the very respectable total of £1,100,728. Now, with regard to the market value of our investments, I may tell you frankly that on the 31st of December we were short by something like £14,000. That is a totally different experience to that which we have been accustomed for many years, and it has always been a great satisfaction for me to say that we had in the market value as compared with the book value of our investments a very considerable reserve—a reserve which I need scarcely say we have never employed in the working of our business—but a reserve which was always highly satisfactory to look upon, either from a near or distant point of view. This £14,000 however we did not write off on the 31st of December last for two reasons. Firstly, we were as certain as we could well be that we should speedily recover the market value, and secondly, on a strict examination of the marketable securities and the price at which they stood on the 6th of February, we found we had recovered the whole of the £14,000 and some hundreds in addition. Therefore, the writing down would have been quite superfluous. And when I tell you that our marketable securities amount altogether to something like £960,000, and when you know the very serious depreciation which has taken place in what are called "gilt-edged securities" of every description, I think upon the whole you will consider it very gratifying that we have no serious loss to report to you under that head, in fact, no loss at all at the present moment on the whole of that large investment. We have, however, had a loss in connection with our revenue. You know, of course, that railway securities have taken a turn in a direction which we are not at all accustomed to. We have also had to pay, as you are aware, an additional income tax, so that we find that our income for the year from our investments, while it amounts to £39,964, is only £250, or thereabouts, greater than the income of the previous year; while of course if railway and other securities had maintained their normal dividend, and if the Chancellor of the Exchequer had not imposed an additional income tax, we should have been very much

better off. I have now spoken on all the leading features of your business for the last year. There is only one other point which I will mention and that is the ratio of our expenses to our premium income; and that, I am glad to say, is one which shews during the last year another slight economy beyond that previously obtained. We are working at a lower rate than we have worked at previously, and I think I am right in saying that this lower rate is some 7 per cent. or 8 per cent. lower than it was when I first occupied the chair of this board, but that rate by no means satisfies your board or your actuary, who are desirous of, if possible, achieving a lower ratio of expenditure in proportion to income.

Mr. J. Herbert Tritton (deputy-chairman) seconded the motion, which was carried unanimously.

Two of the retiring directors having been re-elected,

Mr. J. Herbert Tritton rose to move the re-election of Sir Thomas Sutherland, G.C.M.G., LL.D. (chairman), as a director of the society. The society was perfectly safe in the hands of Sir Thomas Sutherland, and it was to be fervently hoped that he might long remain at the helm to conduct the affairs of the society.

The resolution was passed by acclamation.

The retiring auditors having been duly re-elected, a vote of thanks to the chairman and directors closed the proceedings.

LEGAL NEWS.

OBITUARY.

Mr. Harry Freckleton Gadsby, solicitor, Town Clerk of Derby, was accidentally drowned while fishing in the River Dove on Monday last. He was the son of Mr. John Gadsby, solicitor, Town Clerk of Derby, and was educated at Derby School, and afterwards went to Jesus College, Cambridge. On leaving the university he was articled to his father. He was admitted in 1876, and at once joined his father's business. In July, 1879, Mr. John Gadsby retired from the town clerkship, and Mr. H. F. Gadsby was appointed to succeed him. He was also clerk to the sanitary authority and clerk of the peace for the borough. His knowledge of municipal law was undoubtedly very considerable, says the *Derby Daily Telegraph* and he applied himself to the mastery of special business with equal success. During the past year the promotion of the Derby Corporation Bill in Parliament involved a vast amount of special work and responsibility, and there is a consensus of opinion that Mr. Gadsby discharged his duties in that direction with marked zeal and assiduity. In fact he was afterwards publicly thanked by the then mayor for the energetic manner in which he had watched the interests of the town in the committee rooms at St. Stephen's. He and his partner, Mr. T. W. Coxon, had an extensive private practice. At the Derby police-court on Tuesday morning the mayor said that, as town clerk and clerk of the peace Mr. Gadsby was not officially connected with that court, but he was well known to the whole of the magistrates, and highly esteemed by them.

With great regret, shared by a large number of the frequenters of Lincoln's-inn, we have to record the death, on the 25th ult., at his residence, 55, Argyll-road, Kensington, of Mr. Henry Charles Hull, barrister-at-law, of 6, Stone-buildings. Mr. Hull, it is believed, was in his usual good health until about three weeks ago. He was the only son of the late Rev. Henry William Hull, of Speldhurst, Kent, and was born in the year 1833. He took, with classical honours, the degree of B.A. in the University of London in 1853, having been on the 5th of November, 1852, entered as a student of the Inner Temple, and he was called to the bar in 1855. In law he was a pupil of Mr. John Rudall, and he obtained a considerable practice as a conveyancer and equity draftsman. A man of sound sense and kind heart and speech, he was highly respected and much liked. Few who knew him will fail to feel they have lost a friend. In 1862 Mr. Hull married Fanny Amelia, the second daughter of the Rev. P. C. Law, rector of North Repps, Norfolk. Mrs Hull died about nineteen years ago, and Mr. Hull leaves five children His only son, Major C P. A. Hull, is an officer in the Royal Scots Fusiliers. In the spring of 1900, when he was adjutant of his regiment, he was wounded in the battle of Pieter's Hill, fought to relieve Ladysmith. For his services he received in November, 1900, a brevet-majority, and is now a specially selected student of the Staff College. Of Mr. Hull's four daughters, one is married to Mr. Graham Keith, of Chancery-lane, solicitor.

GENERAL.

The Lord Chancellor has had a slight attack of influenza, but on Thursday was reported to be convalescent.

A New York telegram states that Mr. Justice Gray, of the United States Supreme Court, has had a paralytic stroke.

It is stated that Mr. Justice Joyce will be the Easter Vacation Judge, and that he will attend at King's Bench Judges' Chambers on Thursday, the 3rd of April next.

The Master of the Rolls has been elected a member of the Council of the Selden Society in succession to Mr. Justice Wills, who has been elected vice-president of the society.

Mr. John Dyson, solicitor, of 33 and 34, Kennedy-street, Manchester, was murdered on Friday last by his late butler, who, while attempting to escape and firing at the police, was, as the coroner's jury found, killed by the police in the execution of their duty and in defence of their lives.

The County Justices' Clerks Bill was read a second time in the House of Commons on Wednesday.

A witness in a case in the Isle of Man Chancery Court on Wednesday, was, says the *Daily Mail*, arrested in court on civil process in another action. The judge was informed of this by one of the counsel engaged in the case, who contended that a witness was protected from such an arrest while going to a place of trial and while going home. The judge ordered the man's release.

The *Canadian Law Review* reports the following conversation: "Have you fixed up my will?" said the sick man to Lawyer Quillins. "Yes." "Everything as tight as you can make it?" "Entirely so." "Well, now, I want to ask you something—not professionally, but as a plain, everyday man. Who do you honestly think stands the best show for getting the property?"

Mr. Charles Falkland Monckton, the second son of the late Town Clerk of the City, will present himself as a candidate for the post rendered vacant by the death of his father. Mr. Monckton was admitted a solicitor in February, 1887, and in 1894 he was appointed clerk to the justices of the City of London in special sessions and clerk of the Police Summons Court. In 1900 he was appointed clerk to the Lieutenancy of the City.

In connection with a pending brewery flotation, a well-known industrial promoter, says the *Financial News*, had to make a large payment as caution money to an old-fashioned firm of solicitors in the country. Accordingly, he sent his brother down with the money in ten notes of £1,000 each. The brother duly called upon the solicitors, announced his errand, and was asked to take a seat. Forthwith he proceeded to remove his boots, and then his socks, producing five of the notes from each sock. At this juncture the lawyer rang the bell violently, quite startling the promoter's emissary. "I hope there's nothing the matter," said he. "Oh! nothing the matter!" was the reply. "Mr. Jones" (addressing the clerk who entered in response to the bell), "just bring in a pair of tongs and count these notes."

"A Barrister," writing to the *Daily Mail* on Mr. Justice Wright's remarks to the convict Apted immediately prior to passing sentence of death: "You had an opportunity provided by law of going into the witness-box and giving evidence, and you were not able to avail yourself of it," says that the Criminal Evidence Act, 1898, whereby it was alone possible for Apted to speak on his own behalf, expressly states that, "The failure of any person charged with an offence, to give evidence, shall not be made the subject of any comment by the prosecution." It was never the intention of the Legislature that the failure to give evidence should prejudice the prisoner. To-day Mr. Justice Wright declares himself unfavourably impressed by Apted's silence; to-morrow it will be the jury of some future prisoner that will surrender their minds to so illegal and unfair a prejudice. [It is the prosecution only who are debarred from commenting on the matter; we do not see how the learned judge was precluded from doing so after verdict.]

The decision of the Calcutta High Court in what is known as the *Lyall case* has, says the *Times*, awakened echoes of the memorable controversy which during Lord Ripon's Viceroyalty raged round the "Ilbert Bill," and for many weeks past has been eagerly discussed by the Anglo-Indian and native Press, especially of Bengal. It is a case in which the Deputy-Commissioner of Nowgong, sitting as sessions judge, found himself unable to concur in the verdict of acquittal unanimously agreed upon by a jury, consisting of three Europeans and two Indians, in respect to a charge of participation in rioting brought against Mr. Lyall, on whose tea estate the disorder occurred. Under section 307 of the Criminal Procedure Code the sessions judge submitted the case to the High Court, and Justices Prinsep and Stephen, in the exercise of the powers the section confers, over-rode the verdict of the jury, and sentenced Mr. Lyall to a month's simple imprisonment and to pay a fine Rs. 1,000. Mr. Lyall petitioned the Indian Government, but Lord Curzon refused to exercise the prerogative invoked. The European and Anglo-Indian Defence Association has now followed up its memorial in support of the unsuccessful petition with one dealing with the general legal aspects of the decision, which is declared to be subversive of the principles hitherto observed by the High Courts in such cases regarding the weight to be attached to the verdict of a jury, and on the compromise agreed upon when the "Ilbert Bill" controversy was closed. The amendments of the law effected on the recommendations of the Jury Commission were not intended, it is urged, to alter or detract from the weight which had up to the date of their passing been attached to the verdict of juries. The association cannot believe it is the intention of Government, or was the intention at the law was amended, to minimize the protection extended to European British subjects by the compromise on the "Ilbert Bill" The memorialists prefer to think that the amendments in question have not the effect claimed for them, or that if the High Court ruling is correct, they effected results which the Government neither anticipated nor intended. In either event, they pray that the law may be so altered as to make it clear that the verdicts of juries are not to be set aside, except in cases of perversity or of manifest or unreasonable error.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, March	3 Mr. King	Mr. Beal	Mr. Church	Mr. Godfrey
Tuesday	4 Greswell	R. Leach	King	Farmer
Wednesday	5 Jackson	Beal	Church	Godfrey
Thursday	6 Church	R. Leach	King	Farmer
Friday	7 W. Leach	Beal	Church	Godfrey
Saturday	8 Pemberton	R. Leach	King	Farmer

Date.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, March	3 Mr. Pemberton	Mr. Pugh	Mr. Greswell	Mr. Carrington
Tuesday	4 Jackson	Carrington	W. Leach	Pugh
Wednesday	5 Pemberton	Pugh	Greswell	R. Leach
Thursday	6 Jackson	Carrington	W. Leach	Beal
Friday	7 Pemberton	Pugh	Greswell	Farmer
Saturday	8 Jackson	Carrington	W. Leach	Godfrey

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

March 4.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 12:—The Leases and Stock-in-Trade of a Mineral Water Manufacturer, at Hackney, with all trade appliances, as a going concern or in Lots. Solicitors, Messrs. Tatham, Oeblis, & Nash, London. (See advertisement, this week, back page.)

March 5.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—Freehold Detached Residence at Woking, built in the Early English style, with vacant possession. Solicitor, H. Mear, Esq., London.—Freehold Ground-rents, secured upon property at Camberwell, Forest Hill, Broadstairs, and Canning Town. Solicitor, Edwin Cobbing, Esq., London.—Shop and Premises at Bethnal Green; let at £40 per annum. Solicitor, W. B. Styer, Esq., London. (See advertisements, this week, back page.)

March 6.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2 p.m.:—

REVERSIONS:

To a Trust Fund of £3,500; life aged 73. Solicitors, Messrs. H. & C. Collins, Reading.

To One-half of a Trust Fund of £3,000 India 3 per cent. Stock; lady aged 46. Solicitors, Messrs. Pears, Ellis, & Co., and Messrs. Bird & Eldridges, London.

To One-twenty-fourth and One-twenty-eighth of a Trust Fund of £12,488; gentleman aged 65. Solicitors, Messrs. Hollams, Sons, Coward, & Hawksley, London.

To One-fourth of a Trust Fund of £36,500; lady aged 66. Solicitors, Messrs. C. & S. Harrison & Co., London.

LIFE INTERESTS:

Of a lady aged 42, in Freeholds at Kingston-on-Thames, producing £130 per annum. Solicitors, Messrs. Oldfield, Bartram, & Oldfield, London.

Of a gentleman aged 48, in Consols producing £50 per annum. Solicitors, Messrs. Payne & Fuller, Bath.

POLICIES: £12,000, £1,000, £1,000, £1,000, £500. Solicitors, Messrs. Nicholson, Graham, & Graham, Messrs. Riddell & Co., and Messrs. Tippetts, all of London; and H. E. B. Rackham, Esq., Norwich.

(See advertisements, this week, back page.)

WINDING UP NOTICES.

London Gazette.—FRIDAY, Feb. 21.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALFRED HALL & WALKER, LIMITED—Creditors are required, on or before March 12, to send their names and addresses, and the particulars of their debts or claims, to Elkanah Mackintosh Sharp, 120, Colmore row, Birmingham. Maddocks, Coventry, solor for liquidator

KALGOORLIE MINT AND IRON KING GOLD MINES, LIMITED—Creditors are required, on or before March 25, to send their names and addresses, and particulars of their debts or claims, to Louis Campbell Johnson, Broad st House. Mayo & Co, Drapers' gdns, solor for liquidator

PICKERLEY, SIMS, & Co, LIMITED—Creditors are required, on or before April 4, to send their names and addresses, and the particulars of their debts or claims, to Edwin Guthrie, 71, King st, Manchester. Sale & Co, Manchester, solors for liquidators

ROES TIMBER Co, LIMITED—Creditors are required, on or before April 5, to send their names and addresses, and the particulars of their debts or claims, to Frederick Luke Sowter and William Campion, 25, Ironsgate, Derby

"TO-DAY" PUBLISHING SYNDICATE, LIMITED—Petn for winding up, presented Feb 20, directed to be heard on March 6. Field & Co, Lincoln's inn fields, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 5

VAAL RIVER MINERALS SYNDICATE, LIMITED—Petn for winding up, presented Feb 17, directed to be heard on March 6. Flux & Co, East India av, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 5

UNLIMITED IN CHANCERY.

LICHFIELD MARKET HALL AND CORN EXCHANGE Co—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Walter Brocksom, 5, Market st, Lichfield

London Gazette.—TUESDAY, Feb. 25.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CARTERS' UNION COAL Co, LIMITED—Creditors are required, on or before March 18, to send their names and addresses, and the particulars of their debts or claims, to John Pair, Spinners' Hall, St George's rd, Bolton

CULLINGWORTH GAS Co, LIMITED—Creditors are required, on or before March 29, to send their names and addresses, and particulars of their debts or claims, to Mr George Walker, Halifax Commercial Bank chmbrs, Bradford. Taylor & Co, Bradford, solors for liquidator

DRY WASHING GOLD REDUCTION Co, LIMITED—Petn for winding up, presented Feb 13, directed to be heard March 6. Westbrook, 84, Chancery ln, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 5

EDGEHILL REFORM CLUB BUILDINGS Co, LIMITED—Creditors are required, on or before Thursday, April 10, to send their names and addresses, and the particulars of their debts or claims, to John William Fairbrother, 4, Harrington st, Liverpool. Sefton, Liverpool, solor for the liquidator

GRAND THEATRE, ISLINGTON, LIMITED—Petn for winding up, presented Feb 24, directed to be heard on March 13. Webb-Ware, 24, Southampton st, Strand, solor for the petners. Notice of appearing must reach the above named not later than 12 noon on March 12

HUMBER & Co (RUSSIA), LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 29, to send their names and addresses, and the particulars of their debts or claims, to Arthur Dutton, 10, South parade, Nottingham

KERN BURNER Co, LIMITED—Petn for winding up, presented Feb 24, directed to be heard March 6. Flux & Co, 144, Leadenhall st, agents for Slater & Co, Darlaston, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 5

KING'S SANITARY APPLIANCES SYNDICATE, LIMITED—Creditors are required, on or before March 12, to send their names and addresses, and particulars of their debts or claims, to Ernest William Ellis Blandford, 225 to 228, Gresham House, Old Broad st. Bradshaw & Waterson, East India Dock rd, solors to liquidator

SUNLIGHT GOLD RECOVERY SYNDICATE, LIMITED—Petn for winding up, presented Jan 27, directed to be heard March 6. Dyson & Co, 5 and 6, Great Winchester st, solors for petner. Notice of appearing must must reach the above-named not later than 6 o'clock in the afternoon of March 5

WHITTAKER DYEING AND CLEANING Co, LIMITED—Creditors are required, on or before March 15, to send their names and addresses, and the particulars of their debts or claims, to Alfred G. Deacon, 14, Brown st, Manchester. Richards & Hurst, Manchester, solors for liquidator

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 7.

CRUTCHLEY, CHARLES LOGAN, Captain of the West African Frontier Force March 5 Cooke v Straker, Swinfen Eady, J Allan, Old Serjeants' inn, Chancery lane

EARLE, ROBERT, Englescairn, Torquay March 4 Tucker v Earle, Buckley, J Mackenzie, Torquay

London Gazette.—TUESDAY, Feb. 25.

LAWLEY, Hon FRANCIS CHARLES, Sidcup, Kent March 24 Zaiser v Lawley, Kekewich, J Blythe, Craven st, Strand

LILLIE, HENRY WILLIAM, Lower rd, Deptford, Timber Merchant March 25 Dunn, Brown, & Co v Lillie, Byrne, J Perks, Gracechurch st

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb 14.

ARMSTRONG, JOHN KNIGHT, Winsford, Chester April 30 Trafford & Cook, Northwich

ARNOLD, GEORGE, Willenhall, Staffs, Lock Manufacturer March 25 Slater & Co, Darlaston

BARNABY, HENRY, Brighton March 30 Woods & Co, Brighton

BEAUMONT, THOMAS, Cleckheaton, Yorks Feb 25 Richards & Hurst, Ashton under Lyne

BEELEY, HANNAH, and SAMUEL BEELEY, Norton Woodseats, Derby March 31 Gould & Coombe, Sheffield

BLENKIN, JOHN WOOD, Scarborough March 20 Bowling & Sons, Leeds

BOSTOCK, EDWIN, Tixall Lodge, staffs, Shoe Manufacturer May 1 Dennis & Faulkner, Northampton

BRAYNE, MARY, Ridge, Ellesmere March 25 Giles, Ellesmere

BROWN, BENJAMIN, Shrewsbury March 1 Morgan, Shrewsbury

CAKEBREAD, JOHN SMITHERS, Ealing Dean March 12 Carthew & Wheeler, Verulam bldgs, Gray's inn

COKER, WILLIAM, Wolverhampton, Jeweller March 15 Willcock & Taylor, Wolverhampton

CYPHER, JAMES, Cheltenham March 25 Stroud, Cheltenham

DAVIDSON, GEORGE, St John's, Kent, March 15 Fladgate & Co, Craig's ct, Charing cross

DAVIES, IVOR, Merthyr Tydfil, Builder March 7 Lewis & Jones, Merthyr Tydfil

DEANE, THOMAS, Gravesend March 25 Hatten, Gravesend

EVANS, WILLIAM SWANSEA, Ironmonger's Assistant April 1 Seline, Swansea

FRY, WILLIAM, Highweek, Devon, Carpenter March 25 Baker & Co, Newton Abbot

GOY, JOHN, Wigan, Iron Merchant March 31 Walt, Wigan

FRASER, ELLEN MARY, Bayswater March 25 Baker & Hairne, Crosby sq

FREMANTLE, General Sir ARTHUR JAMES LYON, GCMG, CB, Brighton April 30 Freshfields, New Bank bldgs, Old Jewry

GLOVER, SARAH MARGARET, Prestwich, nr Manchester March 21 Chapman & Co, Manchester

GODLEY, ALFRED, Hurstpierpoint, Sussex, Builder March 27 Brill, Brighton

GOODRICH, WILLIAM, Palgrave, Suffolk, Farmer March 5 Wootnough & Co, Bury St Edmunds

HABLING, ELIZABETH PINCKNEY, Brighton March 31 Stevens & Co, Brighton

HAYNES, WILLIAM, Harrow April 10 Nevinson & Barlow, Malvern

HINDHAUGH MARY ANN, Battersea March 12 Yelding & Co, Vincent sq, Westminster

HULME, SARAH ANN, Stretford, Lancs Feb 26 Pownall, Ashton under Lyne

KELLY, RICHARD EDWARD, Reading Feb 28 Pheasant, Adelphi

KENDALL, MARY LEONORA, Brighton March 31 James & James, Ely pl, Holborn circus

LAMBERTH, SUSAN, Chichester March 24 Sowton & Co, Chichester

LEAK, SARA ANN, Ashton under Lyne March 29 Whitworth & Co, Ashton under Lyne

LONSDALE, JOHN, Chelsea March 8 Lonsdale, Adam st, Adelphi

WOIS, ELIZABETH, Thornaby on Tees, Yorks March 31 Elliot, Stockton on Tees

MOORE, MARY LUSH, Poole March 19 Eldridge, Poole

NYE, GEORGE, Epsom, Builder March 13 White, Epsom

O'LOUGHLIN, MARY HONORIA, Courtfield rd, South Kensington March 25 Foyer & Horjern, Essex st, Strand

ONIONS, ENOCH, Wombridge Salop March 15 Holmes, Oakengates

ORME, GEORGE EDWARDS, Morecambe March 17 Melior, Oldham

PERCY, WILLIAM, Bedlington, Northumberland, Tailor March 31 Webb, Morpeth

POND, WILLIAM GEORGE, Seaford, Sussex March 29 Hillman, Lewes

PRIDEAUX, FRANCES, Bristol April 5 Benson & Co, Bristol

PRING, JOHN WHEATON, Brixham, Devon March 7 Bartlett, Brixham

RAWLINSON, THOMAS, Milton next Gravesend March 25 Hatten, Gravesend

RICKMAN, GERARD, Antonio, Jamaica March 25 Hopgoods & Dawson, Spring gdns

SMITH, ANN ELIZABETH, Balham March 18 Smith & Ellis, Theobald's rd

SMITH, ANNIE SOPHIA, Preston, Licensed Victualler March 24 Bramwell, Preston

SMITH, SAMUEL, Heswall, Cheshire March 15 Reeves, New ct, Carey st, Lincoln's inn

STANGE, ROBERT, Mincing ln, Commission Merchant March 31 Hollams & Co, Mincing ln

THURMAN, ROSE MARIE LOUISE, Weymouth March 25 Guillaume & Sons, Bournemouth

WASSELL, SARAH, Bradford on Avon April 10 Sparks, Bradford on Avon

YOUNGE, CATHARINE ELIZABETH, Sheffield March 31 Wake & Sons, Sheffield

BANKRUPTCY NOTICES.

London Gazette.—TUESDAY, Feb. 18.

ADJUDICATIONS.

BAILEY, JOSEPH, Leicester, Advertising Agent Leicester Pet Feb 14 Ord Feb 14

BARBER, THOMAS FREDERIC, Carlton Colville, Suffolk, Commercial Traveller Gt Yarmouth Pet Feb 13 Ord Feb 13

BASSIL, SAMUEL WHITLEY, Hemel Hempstead, Herts, Farmer St Albans Pet Feb 10 Ord Feb 13

BIGGS, FRANK LEWIS, Bath, Pawnbroker Bath Pet Feb 13 Ord Feb 13

DAVIES, EVAN, Quaker's Yard, Glam, Innkeeper Pontypridd Pet Feb 14 Ord Feb 13

DAVIES, HENRY EVANS, Swansea, Grocer Swansea Pet Jan 29 Ord Feb 13

DAVIES, JOHN HENRY, Liverpool, Coal Merchant Liverpool Pet Jan 10 Ord Feb 13

DINGWALL, ELMIT ANDREW, Crowle, Lincs, Tailor Sheffield Pet Feb 14 Ord Feb 15

ELLIOTT, HAROLD, Amberley, Sussex, Farmer Brighton Pet Feb 13 Ord Feb 13

EVERETT, FREDERICK, Harlesden, Hardware Dealer High Court Pet Feb 3 Ord Feb 14

FAKE, Goss, Sunderland, Yeast Merchant Sunderland Pet Feb 15 Ord Feb 15

FINN, HENRY GEORGE, Brenzett, Kent, Farmer Hastings Pet Dec 17 Ord Feb 13

FLEMING, FREDERICK WILLIAM, Portland, Dorset, General Dealer Dorchester Pet Feb 14 Ord Feb 14

FLETCHER, JOSEPH, High Wycombe Aylesbury Pet Dec 31 Pet Feb 15

GILMAN, ROBERT HENRY, and JOHN WILLIAM GILMAN, Hanley, Clothiers Hanley Pet Feb 12 Ord Feb 13

GORE, WILLIAM, Red Hill, Worcester, Railway Police Constable Gloucester Pet Feb 13 Ord Feb 13

GREEN, CHARLES BEAN, Washingborough, Lincs, Joiner Lincoln Pet Feb 13 Ord Feb 13

HARRISON, JOSEPH, Gt Yarmouth, General Dealer Gt Yarmouth Pet Feb 8 Ord Feb 14

HARRISON, SAMUEL HYMAN, Norwich, Metal Merchant Norwich Pet Jan 18 Ord Feb 15

HAY, WILLIAM, South Shields Newcastle on Tyne Pet Jan 29 Ord Feb 11

HAYLLAR, ALFRED ALLEYNE DIMSDALE Minehead, Somerset Taunton Pet Feb 15 Ord Feb 15

HOLYOAKE, WILLIAM, Sheepy Magna, Leicester, Blacksmith Birmingham Pet Feb 13 Ord Feb 13

HOSKING, RICHARD, Benwell, Northumberland, Builder Newcastle on Tyne Pet Feb 10 Ord Feb 12

HUDSON, WILLIAM GRIMSHAW, Shipley, Yorks, Publican Bradford Pet Jan 18 Ord Feb 14

HUGHES, SAMUEL, Treherbert, Glam, Draper Pontypridd Pet Feb 13 Ord Feb 13

HUNT, WILLIAM, Sheffield, Furnace Builder Sheffield Pet Feb 14 Ord Feb 14

JONES, THEOPHILUS, Ynysybwl, Glam, Baptist Minister Pontypridd Pet Feb 13 Ord Feb 13

KNOTT, WILLIAM HENRY SYDNEY, Exeter, Plumber Exeter Pet Feb 13 Ord Feb 13

LANE, CHARLES, Wandsworth, Pig Feeder Wandsworth Pet Feb 13 Ord Feb 13

LAWS, GEORGE ROBERT, Gt Yarmouth Gt Yarmouth Pet Feb 14 Ord Feb 14

LEVELL, JOHN, Kirtling, Cambridge, Farmer Cambridge Pet Feb 13 Ord Feb 13

LLOYD, JOHN, Wrexham, Denbigh Furniture Dealer Wrexham Pet Feb 13 Ord Feb 13

MCMANN, PARKER, Stockton on Tees, Fruiterer Stockton on Tees Pet Feb 14 Ord Feb 14

MADDOCKS, JOSEPH TANTUM, Meersbrook, Sheffield, Commercial Clerk Sheffield Pet Feb 15 Ord Feb 15

MEYER, LEOPOLD, Bread at High Court Pet Jan 1 Ord Feb 14

MOORE, GEORGE, Choriton on Medlock, Manchester, Commercial Traveller Salford Pet Jan 23 Ord Feb 15

MUDDIMAN, JOSEPH ESSEX, Aston, Warwick, Baker Birmingham Pet Feb 11 Ord Feb 14

NANSON, HENRY, Gt Winchester st, Solicitor High Court Pet June 13 Ord Feb 12

PEARSON, ROBERT, Bramley, Leeds, Fried Fish Dealer Leeds Pet Feb 13 Ord Feb 13

POSTLETHWAITE, JOHN WILLIAM, Fenchurch st High Court Pet Oct 28 Ord Feb 14

RETTER, WILLIAM, Somerset, Dairyman Yeovil Pet Jan 11 Ord Feb 12

ROBERTS, ALFRED EDWIN, Leicester, Plumber Leicester Pet Feb 13 Ord Feb 13

SAUNDERS, HENRY, West Walsall, Grocer Walsall Pet Feb 11 Ord Feb 11

SHEEHAN, GODFREY, Liverpool, Grocer Liverpool Pet Jan 22 Ord Feb 13

STEER, HENRY CHARLES, Knaresborough, Tailor York Pet Feb 14 Ord Feb 14

TERRETT, JOHN JOSEPH East Ham, Meat Salesman High Court Pet Jan 20 Ord Feb 14

THOMPSON, ALFRED, Knaresborough York Pet Feb 14 Ord Feb 14

WEEKES, WILLIAM, Weymouth, Job Master Dorchester Pet Feb 5 Ord Feb 14

WILLIAMS, BENJAMIN, Strelley, Notts Nottingham Pet Feb 14 Ord Feb 14

WILLIAMS, KATE, Prestatyn, Flint, Wine Merchant Bangor Pet Feb 14 Ord Feb 14

WRIGHT, THOMAS, Middlesbrough, Grocer Middlesbrough Pet Feb 14 Ord Feb 14

London Gazette.—FRIDAY, Feb. 21.

RECEIVING ORDERS.

BANKS, JAMES, Bolton, Coal Carter Bolton Pet Feb 17 Ord Feb 17

BARLOW, LOUIS, Stourbridge, Grocer Stourbridge Pet Feb 13 Ord Feb 13

BREMNER, ANNIE, Shoreditch, Toy Dealer High Court Pet Feb 18 Ord Feb 18

BROWN, JOHN GEORGE, Greta Bridge, Yorks, Farm Manager Stockton on Tees Pet Feb 17 Ord Feb 17

CALROW, THOMAS, Bury, Surgeon Bolton Pet Feb 18 Ord Feb 18

CARTER, GEORGE, Essex rd, Islington, Builder High Court Pet Feb 17 Ord Feb 17

CORSFORTH, ALEXANDER WILLIAM, Newtown Newtown Pet Feb 18 Ord Feb 18

COX, CHARLES HENRY, Craven Arms, Salop, Bookseller Leominster Pet Feb 19 Ord Feb 19

CROSS, THOMAS SAMPSON, Cardiff, Baker Cardiff Pet Feb 17 Ord Feb 17

DACOMBE, ALFRED HUBERT, Branksome, Dorset, Builder Poole Pet Feb 17 Ord Feb 17

EVANS, EVAN, Llanfihangel ar arth, Carmarthen, Carpenter Carmarthen Pet Feb 17 Ord Feb 17

GIBSON, ROBERT, Walthamstow, Furniture Porter High Court Pet Feb 17 Ord Feb 17

GLIDDEN, MARY BANBURY, Newlyn, East Cornwall, Pork Butcher Truro Pet Feb 17 Ord Feb 15

GOODWIN, WILLIAM, Workington, Cumberland, Grocer Workington Pet Feb 18 Ord Feb 18

GRAHAM JOHNSTON MORETON, Kennington rd, Public house Broker High Court Pet Feb 18 Ord Feb 18

HAMPSON, WILLIAM JAMES, Woodley, Cheshire, Plumber Stockport Pet Feb 18 Ord Feb 18

HARRIS, ETTIE, Brighton Brighton Pet Feb 17 Ord Feb 17

HENDY, JAMES, Cadoxton juxta Barry, Glam, House Painter Cardiff Pet Feb 17 Ord Feb 17

HILTON, WILLIAM JAMES, Derby, Tobacconist Derby Pet Feb 19 Ord Feb 19

HOARE, STEPHEN, Buckfastleigh Plymouth Pet Feb 19 Ord Feb 19

JOHN, JAMES THOMAS, Swansea, Shop Assistant Swansea Pet Feb 19 Ord Feb 19

JONES, JOHN EDWARD, Llanrug, Carnarvon, Drug Dealer Bangor Pet Feb 14 Ord Feb 14

KNOWLES, WILLIAM, Wolstanton, Staffs, Builder Hanley Pet Feb 18 Ord Feb 18

LADE, ADA ROSE, Guildford st, Russell sq, Boarding house Keeper High Court Pet Feb 17 Ord Feb 17

LAMBERT, THOMAS, Nottingham, Hosiery Manufacturer Nottingham Pet Feb 18 Ord Feb 18

LINDEN, JOHN WILLIAM CLARENCE, Broughton, Salford Salford Pet Feb 17 Ord Feb 17

MACKRILL, HENRY WILLIAM, Kintbury, Berks, Baker Newbury Pet Feb 6 Ord Feb 15

MATTHEWS, HERBERT, Ossett, Yorks, Tailor Dewsbury Pet Feb 17 Ord Feb 17

PAGE, THOMAS HENRY, Market Rasen, Lincs, Watchmaker Lincoln Pet Feb 17 Ord Feb 17

PASSMAN JOHN WILLIAM, Middlesbrough, Fruiterer Middlesbrough Pet Feb 18 Ord Feb 18

PEPPER, JOHN ROBERT, Kingston upon Hull, Dock Labourer Kingston upon Hull Pet Feb 19 Ord Feb 19

PERRY, WILLIAM BUNN, Hoole, Chester, General Merchant Chester Pet Feb 18 Ord Feb 18

PETT, EDWARD GEORGE LANXON, St Breward, Cornwall, Carpenter Truro Pet Feb 17 Ord Feb 17

PHILLIPS, FRANCIS, Ringwood, Hampshire, Farmer Salisbury Pet Jan 15 Ord Feb 18

RAMSLEY, WALTER TOPPING, Princes mans, Holloway High Court Pet Feb 18 Ord Feb 18

RAYDEN, FRANK, Calvert's buildings, Borough High st, Hop Factors High Court Pet Feb 15 Ord Feb 19

ROBINSON, FRANCIS THOMAS, Bretford, nr Rugby, Farmer Coventry Pet Feb 1 Ord Feb 17

SELLARS, WILLIAM HENRY, Grange Mill Farm, nr Rotherham, Yorks, Farmer Sheffield Pet Feb 19 Ord Feb 19

STANILAND, GEORGE WILLIAM, Croxton Kerrial Leicester, Farmer Nottingham Pet Feb 19 Ord Feb 19

THOMAS, JOHN, Swansea, Grocer Swansea Pet Feb 18 Ord Feb 18

THOMAS, JOHN, Quaker's yard, Glam, Collier Merthyr Tydfil Pet Feb 18 Ord Feb 18

THORNE, EDWIN RICHARD, Orpington, Kent, Builder Croydon Pet Feb 17 Ord Feb 17

TIERNAN, JAMES, Poulton le Fylde, Lancs, Builder Preston Pet Feb 6 Ord Feb 18

TWISSE, THOMAS, Bolton, Dyer Bolton Pet Feb 6 Ord Feb 19

VAN EYK, JOHN C, Hatherton, Staffs, Schoolmaster Wolverhampton Pet Jan 22 Ord Feb 15

VASEY, ORENZA, Scarborough, Dealer in Horses Scarborough Pet Feb 17 Ord Feb 17

WALPOLE, ALFRED, Burdett rd, Bow, Oilman High Court Pet Dec 21 Ord Feb 17

WARMAN, PERCY EDWIN, Cricklewood, Middlesex High Court Pet Feb 18 Ord Feb 18

WILLIAMS, JOHN EDWARD, Crowland, Lincs, Potato Merchant Peterborough Pet Feb 18 Ord Feb 19

FIRST MEETINGS.

BANKS, JAMES, Bolton, Coal Carter March 3 at 11 19, Exchange st, Bolton

BEAGLE, GEORGE HENRY, Lincoln March 6 at 12 Off Rec, 31, Silver st, Lincoln

BREMNER, ANNIE, Shoreditch, Toy Dealer March 4 at 12 Bankruptcy bldgs, Carey st

BRETT, JOHN, Norwich, Blacksmith March 3 at 12 Off Rec, 8, King st, Norwich

CAMFIELD, WILLIAM, Richmond, Yorks, Innkeeper March 3 at 11.30 Court house, Northallerton

CARTER, GEORGE, Essex rd, Islington, Builder March 3 at 12 Bankruptcy bldgs, Carey st

CLARKE, THOMAS, Nantwich, Licensed Victualler Feb 28 at 10.30 Royal Hotel, Crewe

DACOMBE, ALFRED HUBERT, Branksome, Dorset, Builder March 3 at 12.15 The Grand Hotel, Bournemouth

DICKSON, EDENSOR CHATSWORTH, Cockermouth, Cumberland, Painter March 3 at 2.45 Court house, Cockermouth

ELLIOTT, HAROLD, Amberley, Sussex, Farmer Feb 28 at 11.30 Norfolk Hotel, Arundel

FANTHORPE, JOHN HENRY, Goltho, Lincs, Farmer Feb 28 at 12 Off Rec, 31, Silver st, Lincoln

FLEMING, FREDERICK WILLIAM, Portland, Dorset, General Dealer March 3 at 12.45 Grand Hotel, Bournemouth

GLIDDEN, MARY BANBURY, Newlyn, East Cornwall, Pork Butcher March 3 at 12.30 Off Rec, Boscawen st, Truro

GORE, WILLIAM, Worcester, Railway Police Constable March 18 at 11 Off Rec, Station rd, Gloucester

GREEN, CHARLES BEAN, Washingborough, Lincs, Joiner Feb 28 at 11.30 Off Rec, 31, Silver st, Lincoln

HARRISON, SAMUEL HYMAN, Norwich, Metal Merchant March 3 at 12.30 Off Rec 8, King st, Norwich

HOPE, JOHN ALFRED, Workington, Iron Merchant March 3 at 3 Court house, Cockermouth

HUNT, WILLIAM, Sheffield, Furnace Builder Feb 28 at 12 Off Rec, Figtree ln, Sheffield

ISAAC, ARTHUR, Whitwick Feb 28 at 3 Off Rec, 47, Full st, Derby

JONES, RODERICK, Tooley st, Provision Dealer's Manager March 3 at 12 Bankruptcy bldgs, Carey st

KING GEORGE, Luton, Carpenter's Labourer Feb 28 at 12 Off Rec, Bridge st, Northampton

KNOTT, WILLIAM HENRY SYDNEY, Exminster, Devon, Plumber March 5 at 10.30 Off Rec, 13, Bedford circus, Exeter

LANE, CHARLES, Wandsworth, Pig Feeder Feb 28 at 11.30 24, Railway app, London Bridge

LANGLEY, RICHARD JOSEPH, Bath st, City rd, Collar Dresser March 4 at 12 Bankruptcy bldgs, Carey st

LEAPMAN, HENRY, Spitalfields, Clothier Feb 20 at 2.30 Bankruptcy bldgs, Carey st

LEVELL, JOHN, Kirtling, Cambridge, Farmer Feb 28 at 2.30 White Hart Hotel, Newmarket

LIEBES, LOUIS, Redeross st March 4 at 2.30 Bankruptcy bldgs, Carey st

MCMANN, PARKER, Stockton on Tees, Fruiterer March 12 at 3 Off Rec, 8, Albert rd, Middlesbrough

MADDOCKS, JOSEPH TANTUM, Meersbrook, Sheffield, Commercial Clerk Feb 28 at 12.30 Off Rec, Figtree ln, Sheffield

MAYOR RUDOLPH, Brixton March 3 at 2.30 Bankruptcy bldgs, Carey st

MOORE, GEORGE, Choriton on Medlock, Manchester, Commercial Traveller Feb 28 at 2.30 Off Rec, Byrom st, Manchester

NORTON, WALTER, Gainsborough, Grocer Feb 28 at 12.30 Off Rec, 31, Silver st, Lincoln

PAGE, THOMAS HENRY, Market Rasen, Lincs, Watchmaker March 6 at 12.30 Off Rec, 31, Silver st, Lincoln

PAULING, LYNDOE CHRISTMAS, Norwich, Butcher March 3 at 1 Off Rec, 8, King st, Norwich

PETT, EDWARD GEORGE LANXON, St Breward, Cornwall, Carpenter March 3 at 12 Off Rec, Boscawen st, Truro

PREBBLE, WILLIAM GEORGE, Folkestone, Builder March 1 at 12.30 Queen's Hotel, Folkestone

RANKIN, FREDERICK, Bocking, Essex, Innkeeper March 6 at 11 Shirehall, Chelmsford

RICHARDSON, DENNIS COOK, Gt Grimsby, Fish Curer Feb 28 at 11 Off Rec, 15, Osborne st, Gt Grimsby

ROBINSON, FRANCIS THOMAS, Bretford, nr Rugby, Farmer Feb 28 at 12 Off Rec, 17, Hertford st, Coventry

SHUTTLEWORTH, GEORGE, Darwen, Painter Feb 28 at 3.30 Off Rec, 14, Chapel st, Preston

SKELSEY, GEORGE HENRY, Wepre, Flint, Company Director Feb 28 at 2.15 Cryptschmyre, Eastgate row, Chester

STAPLES JOHN THOMASIN, Soham, Cambridge, Butcher Feb 28 at 2.45 White Hart Hotel, Newmarket

TERRETT, JOHN JOSEPH, East Ham, Meat Salesman March 3 at 11 Bankruptcy bldgs, Carey st

TIMPERLEY, HENRY, Morecambe, Stationer Feb 28 at 3 Off Rec, 14, Chapel st, Preston

TROLLOPE, HENRY JAMES, Worthing, Grocer Feb 28 at 3 Off Rec, 4, Pavilion bldgs, Brighton

URE, WILLIAM, Cargo Fleet, nr Middlesbrough, Brickmaker March 7 at 12.30 Off Rec, 8, Albert rd, Middlesbrough

VASEY, ORENZA, Scarborough, Dealer in Horses March 3 at 11.30 74, Newborough, Scarborough

WRIGHT, THOMAS, Middlesbrough, Grocer March 7 at 12.30 Off Rec, 8, Albert rd, Middlesbrough

ADJUDICATIONS.

BANKS, JAMES, Bolton, Coal Carter Bolton Pet Feb 17 Ord Feb 17

BARLOW, LOUIS, Stourbridge, Grocer Stourbridge Pet Feb 13 Ord Feb 13

BATH, JOHN EDWARD, Bowes Park, Wood Green, Clerk High Court Pet Feb 13 Ord Feb 17

BREMNER, ANNIE, Shoreditch, Toy Dealer High Court Pet Feb 18 Ord Feb 18

BROMLEY, JOHN NEALE, Wilmcote, Warwick, Licensed Victualler Warwick Pet Jan 29 Ord Feb 17

BROWN, JOHN GEORGE, Greta Bridge, Yorks, Farm Manager Stockton on Tees Pet Feb 17 Ord Feb 17

CARTER, GEORGE, Islington, Builder High Court Pet Feb 17 Ord Feb 17

COX, CHARLES HENRY, Craven Arms, Salop, Bookseller Leominster Pet Feb 19 Ord Feb 19

EVANS, EVAN, Llanfihangel ar arth, Carmarthen, Carpenter Carmarthen Pet Feb 17 Ord Feb 17

GIBSON, ROBERT, Walthamstow, Furniture Porter High Court Pet Feb 17 Ord Feb 17

GLIDDEN, MARY BAMBURY, Newlyn, East Cornwall, Pork Butcher Truro Pet Feb 17 Ord Feb 17

GOODWIN, WILLIAM, Workington, Grocer Workington Pet Feb 18 Ord Feb 18

GOUGH, JAMES BERNARD, Morecambe, Auctioneer Preston Pet Nov 19 Ord Feb 19

GRAHAM, JOHNSTON MORETON, Kennington rd, Public House Broker High Court Pet Feb 18 Ord Feb 18

HAMPSON, WILLIAM JAMES, Woodley, Cheshire, Plumber Stockport Pet Feb 18 Ord Feb 18

HENDY, JAMES, Cadoxton juxta Barry, House Painter Cardiff Pet Feb 17 Ord Feb 17

HILTON, WILLIAM JAMES, Derby, Tobacconist Derby Pet Feb 19 Ord Feb 19

HOARE, STEPHEN, Buckfastleigh, Devon Plymouth Pet Feb 19 Ord Feb 19

JOHN, JAMES THOMAS, Swansea, Shop Assistant Swansea Pet Feb 19 Ord Feb 19

JONES, JOHN EDWARD, Llanrug, Carnarvon, Grocer Bangor Pet Feb 14 Ord Feb 14

KING, GEORGE, Luton, Carpenter's Labourer Luton Pet Feb 13 Ord Feb 13

KNOWLES, WILLIAM, Wolstanton, Staffs, Builder Hanley Pet Feb 18 Ord Feb 18

LADE, ADA ROSE, Guilford st, Russell sq, Boarding House Keeper High Court Pet Feb 17 Ord Feb 17

LAMBERT, THOMAS, Nottingham, Hosiery Manufacturer Nottingham Pet Feb 18 Ord Feb 18

LEMON, FRANK HARLAND HENRY STROUD, Chancery ln, Public Entertainer High Court Pet Sept 17 Ord Feb 15

LINDEN, JOHN WILLIAM CLARENCE, Broughton, Salford Salford Pet Feb 17 Ord Feb 17

MATTHEWS, HERBERT, Ossett, Yorks, Tailor Dewsbury Pet Feb 17 Ord Feb 17

MEARS, GEORGE OWEN, Brighton Brighton Pet Aug 22 Ord Feb 18

PAGE, THOMAS HENRY, Market Rasen, Lincs, Watchmaker Lincoln Pet Feb 17 Ord Feb 17

PASSMAN, JOHN WILLIAM, Middlesbrough, Fruiterer Middlesbrough Pet Feb 18 Ord Feb 18

PAVEY, GEORGE, Hayward's Heath, Corn Merchant Brighton Pet Jan 28 Ord Feb 17

PEPPER, JOHN ROBERT, Kingston upon Hull, Dock Labourer Kingston upon Hull Pet Feb 19 Ord Feb 19

PETT, EDWARD GEORGE LANNON, St Breward, Cornwall, Carpenter Truro Pet Feb 17 Ord Feb 17

RANSLEY, WALTER TOPPING, Princes mans, Holloway High Court Pet Feb 18 Ord Feb 18

ROBINSON, FRANCIS THOMAS, Bretford, nr Rugby, Farmer Coventry Pet Feb 1 Ord Feb 19

SELLARS, WILLIAM HENRY, Rotherham, Yorks, Farmer Sheffield Pet Feb 19 Ord Feb 19

SHAW, ALEXANDER FLETCHER, Ilkeston, Derby, Farmer Derby Pet Feb 5 Ord Feb 18

STANILAND, GEORGE WILLIAM, Croxton Kerrial, Leicester, Farmer Nottingham Pet Feb 19 Ord Feb 19

TAYLOR, DOROTHY, Lower Broughton Manchester Pet Jan 30 Ord Feb 19

THATCHER, THOMAS, Willow Vale, Shepherd's Bush, Dairyman High Court Pet Jan 20 Ord Feb 18

THOMAS, JOHN, Quaker's Yard, Glam, Collier Merthyr Tydfil Pet Feb 18 Ord Feb 18

THOMAS, JOHN, Swansea, Llandilo, Carmarthen, Grocer Swansea Pet Feb 18 Ord Feb 18

TOBIAS, MAURICE, Hanbury st, Spitalfields, Hat Manufacturer High Court Pet Jan 29 Ord Feb 18

TROLLOPE, HENRY JAMES, Worthing, Grocer Brighton Pet Feb 15 Ord Feb 15

VAN EYK, JOHN C, Hatherton, Staffs, Schoolmaster Wolverhampton Pet Jan 22 Ord Feb 17

VASEY, ORENZA, Scarborough, Dealer in Horses Scarborough Pet Feb 17 Ord Feb 17

WALLIS FANNY, Colwyn Bay, Denbigh Bangor Pet Jan 7 Ord Feb 18

WARMAN, PERCY EDWIN, Cricklewood High Court Pet Feb 18 Ord Feb 18

YORKE, ABRAHAM ABBEY, Durham house, Dartmouth Park hill High Court Pet Feb 11 Ord Feb 17

London Gazette.—TUESDAY, Feb. 25.

RECEIVING ORDERS.

ALCOCK, ALFRED WILLIAM, Clapham Junction, Grocer High Court Pet Feb 20 Ord Feb 21

BERGSON, PHILIP, Barrow in Furness, Picture Framer Barrow in Furness Pet Feb 20 Ord Feb 20

BRADSHAW, JOHN, Eddlethorpe, nr Malton, Yorks, Farmer Scarborough Pet Feb 10 Ord Feb 21

CAPON, JEPTHA CHASTON, Attleborough, Norfolk, Licensed Victualler Norwich Pet Feb 22 Ord Feb 22

CHADWICK, AMMON BUCKLEY, Royton, nr Oldham, Licensed Victualler Oldham Pet Feb 21 Ord Feb 21

CREW, WILLIAM, Nelson, Lancs, Labourer Burnley Pet Feb 21 Ord Feb 21

COATES, ALFRED JAMES, Leonard Stanley, Glos, Butcher Gloucester Pet Feb 21 Ord Feb 21

CORDERY, ARTHUR WILLIAM CHAMBERS, Acton, Coal Merchant Brentford Pet Feb 11 Ord Feb 21

DAVIES, JONAH, Cardiff, House Agent Cardiff Pet Feb 19 Ord Feb 19

DE HELBERT, F DE C HELBERT, Piccadilly High Court Pet Jan 9 Ord Feb 21

GASCOYNE & HORTON, Beckenham, Builders Croydon Pet Dec 16 Ord Feb 18

GREGORY, HUGH THOMAS, Crabb's Cross, Coachbuilder Birmingham Pet Feb 22 Ord Feb 22

HAMBLETON, JOHN, Mossley, Chester Ashton under Lyne Pet Feb 21 Ord Feb 21

HARRIS, WILLIAM, Abergwynfi, Glam, Labourer Aberavon Pet Feb 22 Ord Feb 22

JAMES, WILLIAM, Aberdare, Collier Aberdare Pet Feb 23 Ord Feb 20

KENYON, ARTHUR, Wentbridge, Yorks, Farmer Wakefield Pet Feb 21 Ord Feb 21

KING, JOHN WILLIAM, Bradford, Fruiterer Bradford Pet Feb 21 Ord Feb 21

LAMB, WILLIAM, Southampton, Marine Engineer Southampton Pet Feb 20 Ord Feb 20

LEAPMAN, SIDNEY, Eastbourne, Merchant Eastbourne Pet Feb 8 Ord Feb 20

LEWIS, THOMAS, Cardiff, Licensed Victualler Cardiff Pet Feb 20 Ord Feb 20

LILLEY, SARAH, Newcastle on Tyne, Theatrical Costumier Newcastle on Tyne Pet Feb 20 Ord Feb 20

MANNERS, GEORGE ROBERT, Holme upon Spalding Moor, Yorks, Saddler Kingston upon Hull Pet Feb 21 Ord Feb 21

MARSON, JAMES ALBERT, Sheffield Sheffield Pet Feb 6 Ord Feb 20

MARSTON, THOMAS, Ossett, Yorks, Farmer Dewsbury Pet Feb 20 Ord Feb 20

PAYNE, THOMAS HENRY, and WILLIAM ROBERTSON, Leicester, Boot Manufacturers Leicester Pet Feb 21 Ord Feb 21

PIDGEON, FRED JAMES, Ilkeston, Baker Derby Pet Feb 21 Ord Feb 21

PRESBURY, HERBERT HENRY, Camberwell, Chemist High Court Pet Feb 22 Ord Feb 22

QUINCEY, EDWARD ROBERT, and THOMAS LINDLEY QUINCEY, Kettering, Boot Manufacturers Northampton Pet Feb 21 Ord Feb 21

SKASE, THOMAS, Folkestone, Carriage Builder Canterbury Pet Feb 20 Ord Feb 20

SPURGEON, THOMAS, Mundesley, Norfolk, Butcher Norwich Pet Feb 20 Ord Feb 20

TAYLOR, FRANK STEWARD, Gloucester ter, Paddington, Archit ct High Court Pet Jan 29 Ord Feb 20

TAYLOR, JESSE, Stourport, Worcester, Painter Kidderminster Pet Feb 8 Ord Feb 20

THOMAS, ALFRED JAMES, Waunllwyd, Mon, Grocer's Manager Tredegar Pet Feb 21 Ord Feb 21

THOMAS, THOMAS, Neath, Glam, Butcher Neath Pet Feb 21 Ord Feb 21

THOMPSON, THOMAS, Middlesbrough, Furniture Dealer Middlesbrough Pet Feb 20 Ord Feb 20

TILBROOK, THOMAS FREDERICK, North Clifton, Notts, Schoolmaster Nottingham Pet Feb 22 Ord Feb 22

TILLOTSON, JOHN, Leeds, Fruiterer's Assistant Leeds Pet Feb 20 Ord Feb 20

WARWICK, CHARLES JOSEPH, Woodstone, Hunts, Butcher Peterborough Pet Feb 20 Ord Feb 20

WESTLEY, ARTHUR, Dudley, Brass Founder Dudley Pet Feb 20 Ord Feb 20

WILKINSON, JABEZ, Huddersfield, Card Dresser Huddersfield Pet Feb 21 Ord Feb 21

WIMPRESS, HENRY, Leicester, Engineer Leicester Pet Feb 20 Ord Feb 20

WRIGHT, HENRY, Bolton Percy, Yorks, Farmer York Pet Feb 20 Ord Feb 20

ZUSMAN, SAMUEL, Llanbradach, Glam, Outfitter Pontypridd Pet Feb 22 Ord Feb 22

Amended notice substituted for that published in the London Gazette of Feb 14:

WORSLEY, JOHN JOSEPH, Portland, Builder and Contractor Warrington Pet Jan 18 Ord Feb 7

Amended notice substituted for that published in the London Gazette of Feb 21:

RAYDEN, FRANK, Borough High st, Hop Factor High Court Pet Feb 15 Ord Feb 19

FIRST MEETINGS.

ALCOCK, ALFRED WILLIAM, Clapham Junction, Grocer March 6 at 12 Bankruptcy bldgs, Carey st

POLAND & Co, ARTHUR, Bishopsgate st, Timber Merchants March 6 at 2.30 Bankruptcy bldgs, Carey st

CAPSTICK, THOMAS SANDERSON, Tebay, Westmorland, Licensed Victualler March 5 at 12.15 The Cross Keys Inn, Tebay, Westmorland

CARLOW, THOMAS, Bury, Surgeon March 4 at 3 Off Rec, 19, Exchange st, Bolton

CORNFORTH, ALEXANDER WILLIAM, Newtown March 20 at 10 30 1, High st, Newtown

DAVIES, DANIEL MILSON, Briton Ferry, Glam, Boot Dealer March 5 at 12 Off Rec, 31, Alexandra rd, Swansea

DAVIES, EVAN, Quaker's Yard, Glam, Innkeeper March 6 at 12 185, High st, Merthyr Tydfil

DAVIES, HENRY EVANS, Swansea, Grocer March 6 at 12 Off Rec, 31, Alexandra rd, Swansea

EASTHOPE, ALFRED, Wolverhampton, Painter March 7 at 11 Off Rec, Wolverhampton

EVANS, EVAN, Llanfihangel ar arth, Carmarthen, Carpenter March 5 at 11 4, Queen st, Carmarthen

FAKE, GOSS, Sunderland, Yeast Merchant March 4 at 4 Off Rec, 25, John st, Sunderland

GIBSON, ROBERT, Walthamstow, Essex, Furniture Porter March 7 at 2.30 Bankruptcy bldgs, Carey st

GRAHAM, JOHNSTON MORETON, Kennington rd, Public house Broker March 5 at 2.30 Bankruptcy bldgs, Carey st

HAMPSON, WILLIAM JAMES, Woodley, Cheshire, Plumber March 4 at 11 Off Rec, County chmbrs, Market pl, Stockport

HARRIS, ETTIE, Brighton March 4 at 11 Off Rec, Pavilion bldgs, Brighton

HELLIWELL, ALFRED WILLIAMSON, Buckingham st, Fitzroy sq, Licensed Victualler March 5 at 12 Bankruptcy bldgs, Carey st

HILTON, WILLIAM JAMES, Derby, Tobacconist March 4 at 12 Off Rec, 47, Full st, Derby

HUGHES, SAMUEL, Treherbert, Glam, Draper March 5 at 12 135, High st, Merthyr Tydfil

JONES, ELLEN, Portdinorwic, Carnarvon, Grocer March 6 at 11 Ship Hotel, Bangor

JONES, THEOPHILUS, Ynysybwl, Glam, Baptist Minister March 4 at 12 135, High st, Merthyr Tydfil

KING, JOHN WILLIAM, Bradford, Fruiterer March 6 at 11 Off Rec, 31, Manor row, Bradford

LADE, ADA ROSE, Guildford st, Russell sq, Boarding House Keeper March 7 at 12 Bankruptcy bldgs, Carey st

LAMB, WILLIAM, Southampton, Marine Engineer March 10 at 3 Off Rec, 172, High st, Southampton

LINDEN, JOHN WILLIAM CLARENCE, Salford March 5 at 2 30 Off Rec, Byrom st, Manchester

LLOYD, JOHN, Wrexham, Denbigh, Furniture Dealer March 4 at 3 Crypt chmbrs, Eastgate row, Chester

MARSTON, THOMAS, Marton cum Grafton, Yorks, Farmer March 6 at 3 Off Rec, Bank chmbrs, Batley

MATTHEWS, HERBERT, Ossett, Yorks, Tailor March 6 at 11.30 Off Rec, Bank chmbrs, Batley

PEPPER, JOHN ROBERT, Kingston upon Hull, Dock Labourer March 4 at 11 Off Rec, Trinity House ln, Hull

PHILLIPS, FRANCIS, Ringwood, Hampshire, Farmer March 4 at 12 30 Off Rec, Endless st, Salisbury

PRESTBURY, HERBERT HENRY, Camberwell, Chemist March 10 at 12 Bankruptcy bldgs, Carey st

ROSS, P ROBERTSON, Chelsea March 10 at 11 Bankruptcy bldgs, Carey st

SAUNDERS, HENRY, Walsall, Grocer March 4 at 11 Off Rec, Wolverhampton

TAYLOR, DOROTHY, Lower Broughton March 5 at 3 Off Rec, Byrom st, Manchester

THATCHER, THOMAS, Shepherd's Bush, Dairyman March 6 at 11 Bankruptcy bldgs, Carey st

TILLOTSON, JOHN, Leeds, Fruiterer's Assistant March 5 at 11 Off Rec, 22, Park row Leeds

TWISSE, THOMAS, Breightmet, nr Bolton, Dyer March 5 at 3 Off Rec, 19, Exchange st, Bolton

VAN EYK, JOHN C, Hatherton, Staffs, Schoolmaster March 5 at 3 Off Rec, Wolverhampton

WADSWORTH, DAVID TARBY, jun, Walsall, Baker March 4 at 11.30 Off Rec, Wolverhampton

WALPOLE, ALFRED, Tredegar rd, Bow, Colourman March 4 at 11 Bankruptcy bldgs, Carey st

WESTWOOD, JOSEPH WILLIAM, Birmingham, Engineer March 5 at 11 174, Corporation st, Birmingham

WILKINSON, JABEZ, Huddersfield, Card Dresser March 7 at 11 Off Rec, 19, John William st, Huddersfield

WILLIAMS, KATE, Prestatyn, Flints, Wine Merchant March 5 at 12 Crypt chmbrs, Eastgate row, Chester

WIMPRESS, HENRY, Leicester, Engineer March 4 at 12 30 Off Rec, No 1, Berridge st, Leicester

WORSLEY, JOHN JOSEPH, Portland, Dorset, Builder March 7 at 10.30 Court House, Palmyra sq, Warrington

WRIGHT, HENRY, Sand Hutton, Farmer March 6 at 1 Off Rec, The Red House, Duncombe pl, York

YORKE, ABRAHAM ABBEY, Dartmouth Park hill March 6 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ALCOCK, ALFRED WILLIAM, St John's hill, Clapham Junction, Grocer High Court Pet Feb 20 Ord Feb 21

BIRD, ISAAC, Manchester, General Carrier Manchester Pet Jan 24 Ord Feb 22

CAPON, JEPTHA CHASTON, Attleborough, Norfolk, Licensed Victualler Norwich Pet Feb 22 Ord Feb 22

CHADWICK, AMMON BUCKLEY, Royton, nr Oldham, Licensed Victualler Oldham Pet Feb 21 Ord Feb 21

CREW, WILLIAM, Nelson, Lancs, Labourer Burnley Pet Feb 21 Ord Feb 21

COATES, ALFRED JAMES, Leonard Stanley, Glos, Butcher Gloucester Pet Feb 21 Ord Feb 21

COUPE, THOMAS EDWIN, Stretford, Lancs, Engineers' Merchant Manchester Pet Jan 7 Ord Feb 20

CROCKATT, JOHN, Llandudno, Licensed Victualler Bangor Pet Jan 20 Ord Feb 21

DAVIES, JONAH, Cardiff, House Agent Cardiff Pet Feb 19 Ord Feb 19

ELMORE, ALBERT, Ampthill, Beds, Potato Merchant Bedford Pet Jan 6 Ord Feb 19

FREEMANTLE, STEPHEN THOMAS, Beckenham, Publisher High Court Pet Jan 15 Ord Feb 22

GREGORY, HUGH THOMAS, Crabbs Cross, Coachbuilder Birmingham Pet Feb 22 Ord Feb 22

GREGORY, WILLIAM, Bangor, Flint, Farmer Wrexham Pet Jan 1 Ord Feb 22

HAMBLETON, JOHN, Mossley, Chester Ashton under Lyne Pet Feb 21 Ord Feb 21

HARRIS, WILLIAM, Abergwynfi, Glam, Labourer Neath Pet Feb 22 Ord Feb 22

HELLIWELL, ALFRED WILLIAMSON, Buckingham st, Fitzroy sq, Licensed Victualler High Court Pet Jan 23 Ord Feb 20

HIGGS, ALFRED CHARLES, Weymouth, Auctioneer Dorchester Pet Jan 16 Ord Feb 20

HOPKINS, THOMAS EGBERT, Crouch End, Dealer in Works of Art High Court Pet Jan 30 Ord Feb 22

JAKOBOWSKI, EDWARD, Moreton st, Pimlico, Musical Composer High Court Pet Dec 17 Ord Feb 22
JAMES, WILLIAM, Aberdare, Collier Aberdare Pet Feb 20 Ord Feb 20
KING, JOHN WILLIAM, Bradford, Fruiterer Bradford Pet Feb 21 Ord Feb 21
LAMB, WILLIAM, Southampton, Marine Engineer Southampton Pet Feb 20 Ord Feb 20
LEWIS, THOMAS, Cardiff, Licensed Victualler Cardiff Pet Feb 20 Ord Feb 20
MANNERS, GEORGE ROBERT, Holme upon Spalding Moor, Yorks, Saddler Kingston upon Hull Pet Feb 21 Ord Feb 21
MARSTON, THOMAS, Ossett, Yorks, Farmer Dewsbury Pet Feb 20 Ord Feb 20
PARSONS, PERCY WILLIAM, Tunbridge Wells High Court Pet Dec 10 Ord Feb 19
PAYNE, THOMAS HENRY, and WILLIAM ROBERTSON Leicester. Boot Manufacturers Leicester Pet Feb 21 Ord Feb 21
PIDGEON, FRED JAMES, Ilkeston, Baker Derby Pet Feb 21 Ord Feb 21
PRESBURY, HERBERT HENRY Camberwell, Chemist High Court Pet Feb 22 Ord Feb 22
QUINCEY, EDWARD ROBERT, and THOMAS LINDLEY QUINCEY, Kettering, Boot Manufacturers Northampton Pet Feb 21 Ord Feb 21
RAYDEN, FRANK, Borough High st, Hop Factor High Court Pet Feb 15 Ord Feb 21
SKASE, THOMAS, Folkestone, Carriage Builder Canterbury Pet Feb 20 Ord Feb 20
SPURGEON, THOMAS, Mundesley, Norfolk, Butcher Norwich Pet Feb 20 Ord Feb 20
TENENBAUM, JOSEPH, Woolwich, Picture Frame Maker Greenwich Pet Feb 1 Ord Feb 21
THOMAS, ALFRED JAMES, Waunllwyd, Mon, Grocer's Manager Tredegar Pet Feb 21 Ord Feb 21
THOMAS, THOMAS, Neath, Glam, Butcher Neath Pet Feb 21 Ord Feb 21
THOMPSON, THOMAS, Middlesbrough, Furniture Dealer Middlesbrough Pet Feb 20 Ord Feb 20
TILBROOK, THOMAS FREDERICK, North Clifton, Notts, Schoolmaster Nottingham Pet Feb 22 Ord Feb 22
TILLOTSON, JOHN, Leeds, Fruiterer's Assistant Leeds Pet Feb 20 Ord Feb 20
WARWICK, CHARLES JOSEPH, Woodstone, Hunts, Butcher Peterborough Pet Feb 20 Ord Feb 20
WILKINSON, JABEZ, Huddersfield, Card Dresser Huddersfield Pet Feb 21 Ord Feb 21
WILLIAMS, JOHN EDWARD, Crowland, Lincs, Baker Peterborough Pet Feb 18 Ord Feb 21
WIMPRESS, HENRY, Leicester, Engineer Leicester Pet Feb 20 Ord Feb 20

WRIGHT, HENRY, Bolton Percy, Yorks, Farmer York Pet Feb 20 Ord Feb 20
ZUSMAN, SAMUEL, Llanbradach, Glam, Outfitter Pontypridd Pet Feb 22 Ord Feb 22

Amended notice substituted for that published in the London Gazette of Jan 14:

GRUNDEL, LOUIS PAUL, Stoke Newington, House Breaker Edmonton Pet Dec 6 Ord Jan 8

ADJUDICATIONS ANNULLED.

LOTEN, WILLIAM LAWSON, Kingston upon Hull, Chemist Kingston upon Hull Adjud Nov 3, 1900 Annul Feb 14, 1902
RENCH, MARTIN, Swansea, Cement Manufacturer Swansea Adjud Sept 18, 1894 Annul Feb 19, 1902

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